

## **LIMPOPO PROVINCIAL DEPARTMENT OF EDUCATION**

**RFQ No: TMT-LDOE-24/25-LDOE-ADDENDUM 19**

### **Appointment of Service Providers to Conduct Geotechnical Investigations at Various Schools in Limpopo Province.**

**Issued by:**

The Mvula Trust  
25 Rhodesdrift Street  
Rhodesdrift Office Park  
ROP6, Bendor Ext 30  
0699

**Contact**

**Moshe Maphoru**

Tel: +27 15 291 2405

Email: [maphoru@themvulatrust.org.za](mailto:maphoru@themvulatrust.org.za)

Summary Offer for Clusters	
<b>Name Bidder</b>	<b>of</b>
<b>Cluster</b>	<b>Offer Amount (Vat Inclusive) carried forward from Form C1.1</b>
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R

11	R
12	R
13	R
14	R

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## Part T1: Tendering procedures

### T1.1 Notice and Invitation to Submit Quotations

The Mvula Trust, Polokwane office invites Professionally Registered Service Providers to submit quotations for Conducting Geotechnical Investigations at Schools in the Limpopo Province under the Limpopo Department of Education.

The duration to undertake the task is **thirty-nine (39) working days**. The service provider should deploy adequate resources to be able to meet the timelines.

#### The issues date shall be on the 22 August 2024

You are hereby invited to submit a proposal to The Mvula Trust, in Limpopo Province –at the following address

#### Address:

The Mvula Trust  
25 Rhodesdrift Street  
Rhodesdrift Office Park  
ROP6, Bendor Ext 30  
0699

No compulsory briefing meeting will be held.

The closing time for the receipt of quotations is **12h00 hrs, Thursday 05 September 2024**. All responses must be deposited in the tender box at the Office of The Mvula Trust., situated at, ROP 6 Rhodesdrift Office Park, 25 Rhodesdrift Street, Bendor, Polokwane. Telegraphic, telephonic, telex, facsimile, e-mail and late responses will not be accepted

Quotations may only be submitted on the tender (RFQ) documentation that is issued.

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

**NB:** TMT reserves the right to withdraw or cancel this RFQ and/or to request new quotations or to reject or not appoint a tenderer/disregard the bid of any tenderer or withdraw appointment or cancel an award/contract for any other reason including -

- if the services are no longer required or the funding for the services is no longer available; or
- if the SCM system is abused by any person (incl. tenderers or SCM officials or any other role player) involved in the procurement process by committing a corrupt or fraudulent act during bidding process; or
- if tenderers or SCM officials or any other role player involved in the procurement process failed to disclose any conflict or possible conflict of interest and withdrawal thereof from participating in any manner whatsoever relating to the bidding process; or
- the tenderer or any of its directors- is listed on National Treasury database as companies or persons prohibited from providing services to the public sector; or
- tenderer's failure to provide copies of insurance policies and evidence of premiums payment for covers required in terms of the contract; or
- acceptance of balanced and correct priced bill of quantities (WHERE APPLICABLE); or
- if the tenderer has failed to deploy the correct key personnel as submitted during the bidding process or bringing in the equivalent or more experienced key personnel for TMT's approval and ensure that the key personnel attend compulsory the kick-off meeting and avail themselves until completion of the Geotechnical Investigations; or
- tenderer's failure to provide written proof from the South African Revenue Service that the tenderer has no outstanding tax obligations.

TMT does not bind itself to accepting the lowest quotation.

This tender will be evaluated according to the Preference Point system in terms of PPPFA:  
80/20 Preference point scoring system

**Enquiries:**

All enquiries regarding this tender must be forwarded to: Email: [maphoru@themvulatrust.org.za](mailto:maphoru@themvulatrust.org.za) with the applicable Bid No. as the subject.

All technical enquiries regarding this tender must be forwarded to: Email: [vongani@themvulatrust.org.za](mailto:vongani@themvulatrust.org.za) with the applicable Bid No. as the subject

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
C.1.2	<p>The Tender Documents issued by The Mvula Trust comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Activity Schedule for Value Based Fees</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
C.1.4	<p><b>The Mvula Trust's agent is:</b></p> <p><b>Vongani Chauke</b></p> <p>Email: <a href="mailto:vongani@themvulatrust.org.za">vongani@themvulatrust.org.za</a></p>
C.1.6.2.1	The Mvula Trust will not announce the names of the tenderers who make a submission.
C.1.6.3	The two stage-system proposal procedure shall not apply.

C.2.1	<p>Eligibility</p> <p>Only suitably qualified tenderers with professionals registered with the Engineering Council of South Africa (ECSA) and/or the South African Council for Natural Scientific Professions (SACNASP) as Professional Engineer, Engineering Technologist or Geological Engineer and the bidder and/or its director(s) is/are <b>NOT</b> prohibited from providing services to TMT due to failure to perform on any previous contract or listed on the National Treasury database as companies or persons prohibited from doing business with the public sector are eligible to submit the quotation.</p> <p>The service provider and its professionals shall meet the above eligibility criteria, and the key professionals shall consist of the following minimum staff per cluster:</p> <ol style="list-style-type: none"> <li><b>1 x Professional Engineer or Engineering Technologist or Geological Engineer with 3 years' experience post registration.</b></li> <li><b>Technician with minimum NQF level 6.</b></li> </ol> <p><b>NB:</b> The core staff as itemized above must attend compulsory the kick-off meeting with TMT and thereafter be fully involved throughout until completion of the Geotechnical Investigations services. Where the Key Personnel as submitted by the service provider in the tender are NO LONGER AVAILABLE to provide the Geotechnical Investigations service in terms of the contract, the equivalent or more qualified and experienced replacements must be submitted for approval by TMT. Failure to provide the same or equivalent or better team during compulsory the kick-off meeting and/or implementation of the Geotechnical Investigations services could result in the withdrawal of the appointment letter and/or cancellation of the awarded contract.</p> <p><b>The tenderer must attach his/her organization and staffing proposals to this page.</b></p>
C.2.13.1	All the parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.2	Return all returnable documents to The Mvula Trust after completing them in their entirety, in hard copies written legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by The Mvula Trust.
C.2.13.9	Only submissions submitted in the tender box will be accepted. Tender offers submitted by facsimile or e-mail will be rejected by The Mvula Trust.
C.3.1.2	<p>The Mvula Trust will 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 requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ol style="list-style-type: none"> <li>an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any qualifying requirements (jointly or individual);</li> <li>the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</li> <li>in the opinion of The Mvula Trust, acceptance of the material change would compromise the outcome of the prequalification process.</li> </ol>
C.3.3	Quotation offers received after the closing time will not be returned.
C.3.5	A two-envelope procedure will not be followed



C.3.11	<p>The tenders will be evaluated for price and preference.</p> <p>Apply the <b>80/20</b> Preference Point system where a maximum of <b>eighty (80)</b> points will be awarded for price and <b>twenty (20)</b> points will be awarded for specific goal.</p> <p>Scoring for quality will not apply for this tender however and Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following:</p> <ul style="list-style-type: none"> <li>- Price offered does not pose risk to completion of the project</li> <li>- Quality of work provided by service provider to other clients</li> </ul>
C.3.12	<p>The tenderer should submit the proof of professional indemnity as part of returnable schedules. <b>Non-submission will result in disqualification of tenderer.</b></p>
C.3.13	<p>For a tender to be compliant, a tenderer must ensure that:</p> <ol style="list-style-type: none"> <li>a) the tenderer submits a valid Tax Clearance Certificate and PIN issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.</li> <li>b) the tenderer or any of its directors had not failed to perform on any previous contract with the TMT or not listed on National Treasury database as companies or persons prohibited from providing services to the public sector,</li> <li>c) the tenderer has not: <ol style="list-style-type: none"> <li>i. abused The Mvula Trust's Supply Chain Management System by committing a corrupt or fraudulent act during bidding process; or</li> <li>ii. failed to perform on any previous contract and was issued with a written notice to that effect; or</li> <li>iii. failed to disclose any conflict or possible conflict of interest and withdrawal thereof from participating in any manner whatsoever relating to the bidding process; or</li> <li>iv. Is not considered to be posing a risk to completion of the projects in terms of risk assessment</li> </ol> </li> <li>d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. Persons in the employment of the state are not permitted to submit tenders or participate in the contract,</li> <li>e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer,</li> <li>f) Has submitted all the required returnable documents as stated in the tender data.</li> <li>g) The tenderer has not been terminated by other employers due to poor performance.</li> </ol> <p>As part of risk assessment, the tenderer gives TMT the right to verify through any other means any submission by the service provider, including through the previous and/or current employers about the tenderer's performance in respect of those contracts.</p>

## T.2.1 List of compulsory returnable documents

### 2. The Respondent must complete and submit the following returnable schedules as relevant.

#### Returnable schedules T.2.2 F1, F2 and F3

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire (must be fully completed)
- T2.2.C: Authority of JVs (If Applicable)
- T2.2.D: Proposed amendments and qualifications
- T2.2.E: Schedule of Current Projects (must be fully completed for risk assessment)
- T2.2.F1: Returnable schedule - Proposed project team and staffing with CV's to establish work experience for Risk Assessment. (Annexure D)
- T2.2.F2: Returnable schedule - Provide certified copy of Professional Registration certificate and technical qualifications (if not attached tenderer will be disqualified)

- C1.1 Form of Offer and Acceptance **(Failure to complete and sign will result into disqualification.)**
- SBD 4: Bidder's Disclosure.
- Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes)
- Certified Copy of Company Registration Annexure C)
- COIDA
- Central Supply Database Registration (CSD) Annexure F)
- Copy of Professional Indemnity Insurance (Annexure G)
- Valid SANAS Certificate of Accreditation in Civil Engineering Material Testing of the Laboratory the bidder intends to use should it be appointed (Annexure H).

### 3. Other returnable schedules that will be used to for evaluation purposes

- C1.1 Form of Offer and Acceptance

### 4. Returnable schedules that will be used for tender evaluation purposes and be incorporated into the contract

- C1.1 Form of Offer and Acceptance

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

- T2.2.C: Authority of JVs (If Applicable)
- T2.2.D: Proposed amendments and qualifications
- T2.2.F1: Returnable schedule - Proposed project team and staffing
- T2.2.F2: Returnable schedule - Professional and Technical Qualifications Schedule
- C1.1 Form of Offer and Acceptance
- C1.2 Contract data
- Annexure G - Copy of Professional Indemnity Insurance (Annexure G)
- Annexure H- Valid SANAS Certificate of Accreditation in Civil Engineering Material Testing of the Laboratory the bidder intends to use should it be appointed.
- C 3 Scope of Work
- C4 Site Information

## **T 2.2.A - Record of Addenda to tender documents**

We confirm that the following communications received from The Mvula Trust before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is compulsory.

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

Attach additional pages if more space is required.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

## T 2.2. B - Compulsory Enterprise Questionnaire

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

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

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

**Section 3: CIDB registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record in the service of the state

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

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

\*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

## T 2.2. C - Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all  
 documents in connection with the tender offer and any contract resulting from it on our behalf.

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

## T 2.2. D - Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

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

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

## T 2.2. F1 - Returnable Schedule: - Proposed Organisation and Staffing

The tenderer should propose the structure and composition of their core team per cluster or maximum of 17 Projects i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The core team should consist of at least 2 Professional individuals in a company.

1. Specialist x 1 (Professionally Registered Geotechnical/Geological Engineer (ECOSA/SACNASP with 3 years' experience post registration), and
2. Technician (with minimum requirement of NQF level 6).

In addition to the above two key professional individuals, the service provider **must submit a Valid SANAS Certificate of Accreditation in Civil Engineering Material Testing** of the Laboratory they intend to engage should they be appointed.

**The core staff as itemized above is required to be fully involved on the projects.** The tenderer must attach his/her organization and staffing proposals to this page. If the Service Provider has additional Resource available from various offices these can be indicated as separate teams, and these could be used during risk assessment for allocation of additional work

Name of Key person / expert	Position in Consultant team (e.g. Registered Technologist)	Specific duties (e.g. Technician)
1		
2		
3		
4		
5		
6		
7		
8		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**T2.2.F2: Proposed Team Member Qualifications outlined in the Table below**

PROPOSED TEAM MEMBERS							
DESCRIPTION	Name of Proposed Key Personnel	Qualification	Professional Number correspond Professional Certificate)	Registration (Should with Registration	No. of years post qualification (Should correspond with number of years' experience as per CV)	No. of years post professional registration	Registration Certificate attached (Y/N)

## **ANNEXURE A**

**VALID TAX CLEARANCE CERTIFICATE AND TAX PIN (PLEASE INSERT  
TAX PIN HERE)**

**ANNEXURE B**

**Insert Copy of Company Registration**

## **ANNEXURE C**

### **Insert Proposed Organisation and staffing Arrangements**

- Indicate Name and Surname of Team members
- Indicate position of Team members and their role in the project technical
- Include CV's of all Team members

**\*\*The above will be used for Risk Assessment**

**ANNEXURE D**

**Current Projects**

Name of Project	Client	Original project Duration (months)	Current Project Status	Date when started	Planned or Actual Completion date

\*\*The above will be used for Risk Assessment

**ANNEXURE E**

**Insert Proof of Central Supplier Database Registration Form- CSD  
(not older than 30 days)**

## **ANNEXURE F**

**Insert Copy of valid Professional Indemnity Insurance**

## **ANNEXURE G**

**Insert Copy of Valid SANAS Certificate of Accreditation in Civil Engineering Material Testing by of the Laboratory the bidder intends to use should it be appointed.**



## 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

2.1.1 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**

2.1.2 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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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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.

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:

.....  
 .....

### **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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<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.

**SBD4**

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.

- 3.6 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

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	3	
Youth	5	
Women	5	
Person with Disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprises located in rural or underdeveloped areas	2	

#### **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:** .....

.....

.....

.....



## C1.1 Form of Offer and Acceptance – Cluster 1 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

## Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any

confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6, Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 2 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

## Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any

confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 3 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is**

**R** ..... (in figures)

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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



<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 4 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

## Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any

confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 5 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 6 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is**

**R** ..... (in figures)

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

### Acceptance



By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 7 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6, Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 8 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	



## C1.1 Form of Offer and Acceptance – Cluster 9 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 10 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 11 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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



<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 12 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 13 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form shall invalidate the Tender.**

## Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any

confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.1 Form of Offer and Acceptance – Cluster 14 Schools

### C1: AGREEMENT AND CONTRACT DATA

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

#### GEOTECHNICAL ENGINEERING SERVICES

#### APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the geotechnical investigations, inclusive of value added tax (Carried over from C2.2.2), is

R ..... (in figures)

..... Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

### Acceptance



By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

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

<b>Signature</b> <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The Mvula Trust
<b>Address</b> <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
<b>Telephone no</b>	(015) 291 2405
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C1.2 CONTRACT DATA

### Part 1 – Contract data provided by The Mvula Trust

#### STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)

The Conditions of Contract are clauses 3 to 15 **STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)** as amended with particular conditions specified by the employer.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board. Each project will be administered as a project on its own.

	<b>CONTRACT SPECIFIC DATA</b>  <b>The following contract specific data is applied to this Contract (particular conditions specified by the employer)</b>
<b>Clause 1</b>	<b>Definitions</b>
1.1	<u>Employer</u>  The sponsor is the Limpopo Department of Education (“LDOE”) and the employer according to the contract is The Mvula Trust (“TMT”). The work is to be done for the LDOE as sponsor and as funder and that; the LDOE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the LDOE shall assume full accountability and responsibility and will indemnify the Implementing Agent (“IA”) for any litigation that might arise as a consequence of such intervention.  The contracts allows for the assignment of the remaining contractual liabilities of the Tenderers to the LDOE to be implemented by such custodian department.
1.2	<u>Project</u>  For the provision of Specialist Services for normal services for planning, design, monitoring of construction and closing out of projects. The project construction scope consist of the construction of water and sanitation infrastructure at schools in Limpopo
1.3	<u>Period of Performance</u>  The Estimated Period of Performance is <b>thirty-nine (39) working days</b> commencing from the date receipt of instruction to proceed with performing the services from The Mvula Trust until the Close Out Stage and in accordance with the scope of the services
1.4	<u>Service Provider</u>  The contracting party may also be a consortium/joint venture and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

1.5	<p><u>Start Date</u></p> <p>The Anticipated Start Date will be receipt of instruction to proceed with performing the services from The Mvula Trust.</p>
<b>Clause 3</b>	<b>General</b>
3.5	<p><u>Location</u></p> <p>The location for the performance of the Project is various districts in Limpopo Province.</p>
3.6	<p><u>Publicity and publication</u></p> <p>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</p>
3.9.3	<p><u>Changes to Contract Price or Period of Performance</u></p> <p>The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data</p> <p>The Provision of 3.9.3 do not apply to this contract.</p>
3.12.1	<p><u>Penalty</u></p> <p>The following shall apply</p> <p>A penalty amount as indicated below per day will be applicable after the lapse of the period of performance (mutatis mutandis), to a maximum equal to 15% of contract amount, after which the contract may be terminated. The following penalties will be applied</p> <ol style="list-style-type: none"> <li>1. Services not completed within the period of performance shall attract a penalty of <b>R 500</b> per day.</li> <li>2. Rework due negligence will be at the specialist cost.</li> <li>3. The Service Provider shall provide a programme for the completion of the scope of works within two (2) days of given a written instruction to proceed with the works.</li> </ol>
3.16.1	<p><u>Price adjustment to time-based fees for inflation</u></p> <p>Prices are fixed for the duration of the contract.</p>
4.1	<u>Employer's Obligations</u>
4.1.1	<p><u>Information</u></p> <p>The Mvula Trust shall timeously provide to the Service Provider, free of cost, all available information and data in The Mvula Trust's possession which may be required for the performance of the Services.</p>

4.1.2	The Mvula Trust shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
	<u>Decisions</u>
4.2	The Mvula Trust shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.
4.3.1	<u>Assistance</u> The Mvula Trust shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Mvula Trust shall as soon as practicable: <ul style="list-style-type: none"> <li>a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;</li> <li>b) provide all relevant data, information, reports, correspondence and the like, which become available;</li> <li>c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;</li> <li>d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;</li> </ul>
4.3.2	Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on The Mvula Trust's behalf and interpreting and defining The Mvula Trust's policies and requirements in regard to the Services.
	<u>Services of Others</u>
4.4	The Mvula Trust shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.
4.5	<u>Notification of material change or defect</u> The Mvula Trust shall immediately advise the Service Provider on becoming aware of: <ul style="list-style-type: none"> <li>a) any matter other than a change in legislation which will materially change, or has changed the Services; or</li> <li>b) a material defect or deficiency in the Services</li> </ul>
4.6	<u>Issue of instruction</u> Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of The Mvula Trust, then The Mvula Trust shall issue instructions related to such work, services, contract or agreement only through the Service Provider.
4.7	<u>Payment of Service Provider</u> The Mvula Trust shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract. For payment purposes (refer to Clause 8 of Part C2.1 : Pricing Assumptions)
	<u>Insurances to be taken out by the Service Provider</u>

5.4.1	<p>The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.</p> <p>The Service Provider is required to take out and maintain, for the full duration of the performance of this contract the following insurance cover:</p>
	<p>1. <b>Professional Indemnity Insurance</b> cover of not less than <b>R 2 000 000 (Two Million Rand)</b>.</p>
5.5	<p><b><u>Service Provider's actions requiring Employer's prior approval</u></b></p> <p>The Service Provider is required to obtain The Mvula Trust's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1 Replacing any of the key personnel listed by name in the Contract Data.</li> <li>2 Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.</li> <li>2 The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between The Mvula Trust and a contractor, and instructions to contractors requiring significant scope change.</li> <li>4 Appointing Subcontractors for the performance of any part of the Services.</li> <li>5 Changes in Scope</li> <li>6 Changes in drawings</li> <li>7. Changes in Specification</li> </ol>
8.1	<p><b><u>Commencement of Services</u></b></p> <p>The Service Provider is to commence the performance of the Services within 48 Hours of date that the Contract becomes effective.</p>
8.2.1	<p><b><u>Completion</u></b></p> <p>Unless otherwise specified in the Contract Data, the Contract shall be concluded when the correct and accurate close out report have been submitted and approved.</p>
8.2.2	<p>The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:</p> <ol style="list-style-type: none"> <li>a) additional Services ordered by The Mvula Trust;</li> <li>b) failure of The Mvula Trust to fulfil his obligations under the Contract;</li> <li>c) any delay in the performance of the Services which is not due to the Service Provider's default;</li> <li>d) <i>Force Majeure</i>; or</li> <li>e) Suspension.</li> </ol>

8.2.3	The Service Provider shall within seven (7) Calendar Days of becoming aware that a delay may occur or has occurred, notify The Mvula Trust of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within seven (7) Calendar days after the delay ceases deliver to The Mvula Trust full and detailed particulars of the request.
8.2.4	The Mvula Trust shall, within seven (7) Working Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of The Mvula Trust to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.3	<u>Force Majeure</u>  This clause shall apply on this contract.
8.4.1(c)  8.4.2	<u>Termination</u>  The Employer may terminate the Contract if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within seven (7) day after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing  The Employer shall give the Service Provider not less that fourteen (14) days written notice of any termination made in terms of 8.4.1 (a) or (b)
9.1	<u>Ownership of documents and copyright</u>  Copyright of documents prepared for the Project shall be vested with The Mvula Trust.
11.1	<u>Subcontracting</u>  A Service Provider may not subcontract any work which he has the skill and competency to perform
12.1  12.1.2  12.2/ 12.3  12.2.1  12.2.4	<u>Settlement</u>  The Parties to mediation as provided for in the Contract Data shall in the first instance refer any dispute or claim arising out of or relating to the Contract, which cannot be settled between the Parties.  Final settlement is by mediation  In the event that the parties fail to agree on a mediator, the mediator is nominated by .....  This clause is not applicable.
	<u>Adjudication</u>

12.3.3	Not Applicable
	<u>Arbitration</u>
12.4.1	Not Applicable
13.1.3	<u>Liability of the Service Provider</u> All persons in a joint venture or consortium shall carry a minimum Specialist indemnity insurance of <b>R 2 000 000 (Two Million Rand)</b> .
13.4	<u>Duration of Liability</u> Neither The Mvula Trust nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within three (3) years from the date of termination or completion of the Contract.
13.5.1	<u>Limit of Compensation</u> Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to <b>R 2 000 000 (Two Million Rand)</b> .
13.5.2	Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the previously mentioned maximum amount payable.
13.5.3	If Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other either for his reasonable costs incurred because of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.
13.6	<u>Indemnity by the Employer</u>  The provisions of 13.6 do not apply to the Contract
13.7	These clauses do not apply to this contract.
15	<u>Amounts due to the Employer</u>  Amounts due to The Mvula Trust shall be paid by the Service Provider within (30) Days of receipt by him of the relevant invoices. If The Mvula Trust does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.  The interest rate will be the prime interest rate of The Mvula Trust's Bank at the time the amount is due.



## C1.2 CONTRACT DATA (Continued)

### Part 2: Data provided by the Specialist Service Provider

Clause	a) Data
1	<p>The Service Provider is .....</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax simile: .....</p> <p>E-mail: .....</p>
5.3	<p><b>The authorised and designated representative of the Service Provider is:</b></p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax simile: .....</p> <p>Address</p> <p>.....</p> <p>.....</p>

## C2.1 Pricing Instructions

### C2.1 Pricing Instructions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.2 Specialist fees for the Specialist Services Team will be paid on a value basis.

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.3 Tenderers are to tender an offer amount that will be converted to a percentage amount of the initial construction estimation.

C2.1.4 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction.

The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard

C2.1.5 Reimbursable rates for typing, printing and duplicating work and forwarding charges will according to DPW rates and will be paid in full, irrespective of the percentage or rates tendered

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required. The rates for travelling must not exceed those of DPW and should be made accordingly in terms qualification and position of personnel.

The consultants will take reasonable care in his pricing for disbursements as they will be fixed for budget purposes and payment will be based on actual amounts to be agreed be with TMT. TMT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred

and subject to it being within the budget as indicated by the consultant. All disbursements not specified in the tender documentation must be pre-approved by the TMT or its appointed agent.

#### C2.1.5.1 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses" set out by DPW

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

#### C2.1.5.2 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

#### C2.1.5.3 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

#### C2.1.5.4 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

***Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.***

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

#### C2.1.5.5 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

#### C2.1.5.6 Accommodation

Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.6 All fee accounts must be accompanied by an updated original written certification by the Principal Agent, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.7 All fee accounts need to be signed by Principal Agent of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.8 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.9 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be

deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.10 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the TMT project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Conditions of Contract.

C2.1.11 Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers' estimate or if appointed, 80% of the quantity surveyors estimate.

C2.1.12 Fees for documentation for work covered by a provisional sum

Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the service provider in respect of each section of such work.

C2.1.14 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service and the cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.15 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.16 Principal Agent of the Client

The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.17 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

**Time based Fee Schedule.**

Key Staff	Hourly rate (fixed)
1. Geotechnical/Geological Engineer registered with ECSA or SACNASP	R
2. Technician	R

**NB: The rates of the key Staff above must not exceed the prevailing DPW rates at the time of closure of this bid. The rates are fixed and valid for the duration of the contract.**

C2.1.18 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

**C2.2 Activity Schedule**

C2.2.1 Activities

C2.2.1.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists Scope of Specialist Services Team and further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.

- C2.2.1.2 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages.
- C2.2.1.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

### **C2.3 Activity Schedule Payment Arrangements**

Over the project life cycle, the Specialist Services Fees, i.e Land Surveying and Geotechnical Engineering services, are to be paid upon the completion of the respective services and acceptance of the deliverables thereof by The Mvula Trust.

#### **C2.3.1. Activity Schedule for Value Based Fees**

<p>The amount tendered herein is fixed for the proposed cluster.</p> <p>It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.</p>
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<b>PRICE SCHEDULE A</b>			
<b>Offered Fees Proposal for Cluster 01</b>			
<b>(Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)</b>			
<b>The preference point system for this cluster is 80/20</b>			
<b>District Municipality</b>	<b>No. Of Schools</b>	<b>Fixed Cost per school ( R )</b>	<b>Total Amount ( R ) (Excl. Vat)</b>
<b>Capricorn District</b>	<b>6</b>		
<b>Sub-Total (Excl Vat)</b>			
Contingency @ 5%			
<b>Total Offer (Excl Vat)</b>			
<b>Vat @ 15%</b>			
<b>Total Offer (to be carried forward to Form of Offer) (Incl Vat)</b>			
<b>TIME BASED FEES (HOURLY RATE / RATE ONLY)</b>			
<b>ITEM NUMBER</b>	<b>KEY STAFF</b>		<b>HOURLY RATE FIXED (Rate Only)</b>
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 02 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Capricorn District	7		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R



The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 03 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Capricorn District	7		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 04 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Capricorn District	13		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 05 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Mopani District	12		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 06 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Mopani District	13		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 07 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Sekhukhune District	13		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 08 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Sekhukhune District	13		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 09 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Vhembe District	13		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 10 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Vhembe District	17		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R



The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 11 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount (R ) (Excl. Vat)
Vhembe District	14		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 12 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Vhembe District	16		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 13 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Vhembe District	15		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF		HOURLY RATE FIXED (Rate Only)
1	Professional Engineer or Engineering Technologist or Geological Engineer		R
2	Technician with minimum NQF level 6		R

The amount tendered herein is fixed for the proposed cluster.

It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A			
Offered Fees Proposal for Cluster 14 (Inclusive of disbursements- travelling, accommodation and subsistence, admin costs etc.)			
The preference point system for this cluster is 80/20			
District Municipality	No. Of Schools	Fixed Cost per school ( R )	Total Amount ( R ) (Excl. Vat)
Vhembe District	16		
Sub-Total (Excl Vat)			
Contingency @ 5%			
Total Offer (Excl Vat)			
Vat @ 15%			
Total Offer (to be carried forward to Form of Offer) (Incl Vat)			
TIME BASED FEES (HOURLY RATE / RATE ONLY)			
ITEM NUMBER	KEY STAFF	HOURLY RATE FIXED (Rate Only)	
1	Professional Engineer or Engineering Technologist or Geological Engineer	R	
2	Technician with minimum NQF level 6	R	

**NOTE:**

- A SANAS Accredited Laboratory in Civil Engineering Material Testing shall do material testing.**
- Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance.**  
Failure to carry this over to the Form of Offer and Acceptance **may render the tender non-responsive.**
- Specialist services will be paid within 7 days upon receiving payment from the Client (LDOE)
- In order to minimise the cost of the project and effective management of resources, the bidder must take into account the geographical location of the schools and utilise the bidders' office in the Limpopo and staff resources accordingly. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring

## **v. Scope of Work**

**a) Scope of Work for Specialist Services (*Scope as prescribed by the Engineering Council of South Africa (ECSA) and/or the South African Council for Natural Scientific Professions (SACNASP) but not limited to below details*):**

The Service Provider will be issued list of projects set out in **C4**. A suitably qualified geotechnical engineer or engineering geologist is to be provided on site during the site investigation and to prepare an interpretative report on the findings.

This person is to carry out the logging of the trial/bore holes and supervise the sampling and removal of undisturbed and disturbed samples where required. This person shall also be available for consultation during the design and construction phases of the project.

### **i. Geotechnical Investigations**

The scope of works per school, inter alia, entails:

- Excavation and profiling of at least three (3) trial pits. The pits are to be excavated to a minimum depth of 3m or refusal. The pits to have co-ordinates for location and design purposes.
- Light Dynamic Penetrometer tests to a maximum of 4m or refusal.
- Establish the depth of the ground water table and determine the likely seasonal variation of the same.
- Chemical analysis of ground water to determine corrosiveness (Basson Index). If ground water is found to be corrosive, make recommendations as to what action to take.
- Laboratory Conductivity tests (mS/cm),
- Provide founding recommendations including settlement predictions for the type of foundations recommended
- Provide field moisture/density tests
- Prospect for borrow pit if suspected that the in-situ material is not suitable.
- Percolation tests

## **ii. Deliverables**

- A Preliminary Report shall be submitted directly after site work has been completed (and laboratory testing is underway).
- A Final Interpretative Report after laboratory testing
- Provide recommendations on any special protective measures for foundations or structures as a result of aggressive soil conditions or corrosive groundwater
- Foundation recommendations including founding levels, allowable bearing capacity and settlement
- Excavation classification
- Determine groundwater table depth
- Foundation indicator tests including:
  - Atterberg limits
  - Linear shrinkage
  - Hydrometer
  - Sieve analysis
  - MOD, & OMC;
  - MOD, & OMC (Stabilised);
  - CBR;
  - UCS;
  - ITS;
  - pH, & Conductivity;
  - Consolidation test (Collapse potential tests)
  - Point load, and UCS testing for the rock.
- Provide detailed logging, all results of the laboratory tests conducted, methodology, results, and recommendations geological and geotechnical maps.
- Provide The Mvula Trust with the soft copies of the above drawings and the reports in a PDF, Word and Shape files/DWG format.
- The geotechnical specialist is to be available to comment on queries and interpretations of the contents of the interpretive report during the detail design of the project. He/she must also be available to review the soils information with respect to alternative options and developments that result from the design process.

## **b) Additional Project Information**

### **C3.3.1 Location of the Project**

The projects are located in Limpopo: Capricorn, Mopani, Sekhukhune, Vhembe and Waterberg district municipalities. Tenderers are to note that the schools are located in rural areas.

### **C3.3.2 Co-operation with other services providers**

It will be required of the Service Provider to co-operate with the LDOE and/or other service providers employed by TMT

### **C3.3.3 Design innovation**

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the Specialist team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards “green” design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

- (a) Sustainable development e.g. in building form, material choice, construction detailing and methods, recycling ability;

### **C3.3.4 Access to land/buildings/sites**

Access to the land/buildings/sites shall be arranged by The Mvula Trust.

### **C3.3.5 Software application for programming**

The Service Provider must avail themselves of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

<h2><b>C4 Site Information - List of Schools in Limpopo Province</b></h2>
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#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
1	CMDS - CLUSTER 1	Boshega Primary	Priority 1	923240068	Polokwane	Capricorn South	Lebopo	-24.297972	29.545944	Water and Sanitation
2		Maisha Secondary	Priority 1	923245492	Polokwane	Capricorn South	Lebopo	-24.041175	29.792955	Water and Sanitation
3		Makgobaketse Secondary	Priority 1	923240433	Polokwane	Capricorn South	Kgakotlou	-23.949325	29.722	Water and Sanitation
4		Mankweng Cluster Circuit Office	Priority 2	22035	Polokwane	Capricorn South	Mankweng Cluster Circuit Office	-23.885833	29.7275	Water and Sanitation
5		Matshelane Mothapo Primary	Priority 1	923240808	Polokwane	Capricorn South	Kgakotlou	-23.945262	29.726742	Water and Sanitation
6		Mmapadi Secondary	Priority 1	923240822	Polokwane	Capricorn South	Lebopo	-24.00958	29.75289	Water and Sanitation
7	CMDS- CLUSTER 2	Mabyanene Primary	Priority 1	919340845	Molemole	Capricorn North	Sekgosese West	-23.133579	28.898058	Water and Sanitation
8		Mamolope Secondary	Priority 2	922250645	Polokwane	Capricorn North	Bakone	-23.632808	28.946654	Water and Sanitation
9		Masehlong Primary	Priority 2	922250652	Polokwane	Capricorn North	Moloto	-23.489461	29.106911	Water and Sanitation
10		Mmankogaedupe Secondary	Priority 1	922251792	Polokwane	Capricorn North	Vlakfontein	-23.622544	29.02222	Water and Sanitation



#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
11		Moletjie and Mogoshi Circuit	Priority 2	22023	Polokwane	Capricorn North	Moletjie and Mogoshi Circuit	-23.678369	29.082788	Water and Sanitation
12		Ramongwana Primary	Priority 2	922221364	Polokwane	Capricorn North	Bahlaloga	-23.731027	29.394402	Water and Sanitation
13		Seshego Circuit Office	Priority 2	22056	Polokwane	Capricorn South	Seshego	-23.847926	29.392964	Water and Sanitation
14	CMDS-CLUSTER 3	Lebowakgomo & Sepitsi Circuit Office	Priority 2	22041	Lepelle - Nkumpi	Capricorn South	Lebowakgomo & Sepitsi Circuit Office	-24.304167	29.4675	Water and Sanitation
15		Magodumo Custer Circuit Office	Priority 2	22042	Lepelle-Nkumpi	Capricorn South	Magodumo Custer	-24.304167	29.4675	Water and Sanitation
16		Mamongao Primary	Priority 1	904260635	Lepelle - Nkumpi	Capricorn South	Nokotlou	-24.176305	29.999826	Water and Sanitation
17		Moletlane Circuit Office	Priority 2	22063	Lepelle-Nkumpi	Capricorn South	Moletlane	-24.313333	29.349167	Water and Sanitation
18		Moremotse Secondary	Priority 1	921230429	Lepelle-Nkumpi	Capricorn South	Lepelle (Capricorn)	-24.566975	29.445002	Water and Sanitation
19		Mosebo Primary	Priority 1	923240990	Lepelle - Nkumpi	Capricorn South	Dimamo	-23.807293	29.721889	Water and Sanitation
20		Sophania Chuene Primary	Priority 1	923261287	Lepelle - Nkumpi	Capricorn South	Mogodumo	-24.178083	29.546591	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
21	CMDS-CLUSTER 4	Helene Franz Secondary (LSEN)	Priority 1	920210197	Blouberg	Capricorn North	Bochum East	-23.28284	29.10819	Water and Sanitation
22		Mamadisha Primary	Priority 2	922210685	Blouberg	Capricorn North	Bochum West	-23.338508	29.041996	Water and Sanitation
23		Monyesebodu Primary	Priority 1	920211169	Blouberg	Capricorn North	Bochum West	-23.3456	29.05899	Water and Sanitation
24		Makgari Primary	Priority 2	920210593	Blouberg	Capricorn North	Bahananwa North	-22.9453	28.8662	Water and Sanitation
25		Mmakgomo Primary	Priority 1	920210982	Blouberg	Capricorn North	Bahananwa North	-22.903082	28.679077	Water and Sanitation
26		Morongwa Primary	Priority 1	920211183	Blouberg	Capricorn North	Bahananwa South	-22.786992	28.800558	Water and Sanitation
27		Rasebilu Primary	Priority 1	920211596	Blouberg	Capricorn North	Bahananwa South	-22.93102	29.028622	Water and Sanitation
28		Boikhutso-1 Primary	Priority 2	920210067	Blouberg	Capricorn North	Maleboho East	-23.0632	29.0965	Water and Sanitation
29		Machaba Primary	Priority 2	904210500	Blouberg	Capricorn North	Maleboho East	-23.163743	29.12276	Water and Sanitation
30		Mohlabi Primary	Priority 1	920211091	Blouberg	Capricorn North	Maleboho East	-23.141369	29.100825	Water and Sanitation
31		Radikgobethe Secondary	Priority 2	920211428	Blouberg	Capricorn North	Maleboho Central	-23.137426	28.990107	Water and Sanitation
32		Raphatlha Secondary	Priority 2	920211541	Blouberg	Capricorn North	Maleboho East	-23.152256	29.02882	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
33		Sekhwiditsane Primary	Priority 1	920211701	Blouberg	Capricorn North	Maleboho East	-23.139487	29.063858	Water and Sanitation
34	MDMS-CLUSTER 5	Baranuka Secondary	Priority 1	917421101	Ba-Phalaborwa	Mopani East	Lulekani	-23.857106	31.048578	Water and Sanitation
35		Frans Du Toit Secondary	Priority 2	903421096	Ba-Phalaborwa	Mopani East	Lulekani	-23.931072	31.140132	Water and Sanitation
36		Nwarisenga Primary	Priority 2	903420499	Ba-Phalaborwa	Mopani East	Lulekani	-23.862496	31.089943	Water and Sanitation
37		Schiettocht Primary	Priority 1	903420666	Ba-Phalaborwa	Mopani East	Lulekani	-23.915052	31.104315	Water and Sanitation
38		Shiphamele Primary	Priority 1	917420703	Ba- Phalaborwa	Mopani East	lulekani	-23.865831	31.051788	Water and Sanitation
39		Albert Mabe Primary	Priority 1	916420017	Greater Giyani	Mopani East	Groot letaba	-23.585771	30.9853994	Water and Sanitation
40		Khwezu Primary	Priority 1	916410423	Greater Giyani	Mopani East	Shamavunga	30.8715528	-23.485033	Water and Sanitation
41		Madzivi Primary	Priority 2	916410485	Greater Giyani	Mopani East	klein Letaba	30.783128	-23.326845	Water and Sanitation
42		Matsotsosela Primary	Priority 1	916420369	Greater Giyani	Mopani East	Groot Letaba	-23.60613	30.828254	Water and Sanitation
43		Nhluvuko Secondary	Priority 1	916410805	Greater Giyani	Mopani East	Shamavunga	30.5867245	-23.389359	Water and Sanitation
44		Tanani Primary	Priority 1	916411075	Greater Giyani	Mopani East	klein Letaba	30.8036547	-23.30836	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
45		Vutlhari Secondary	Priority 1	916411198	Greater Giyani	Mopani East	man'ömbe	-23.28301	30.444064	Water and Sanitation
46	MDMS-CLUSTER 6	Kopanang Primary	Priority 1	919340302	Greater Letaba	Mopani East	Sekgosese East	-23.410616	30.212325	Water and Sanitation
47		Nkei Primary	Priority 1	919340258	Greater Letaba	Mopani East	Sekgosese East-1	-23.410046	30.111292	Water and Sanitation
48		Tsekere Primary	Priority 1	919361613	Greater Letaba	Mopani East	Sekgosese East 2	-23.373575	30.150392	Water and Sanitation
49		Makhaka Secondary	Priority 1	918521385	Greater Letaba	Mopani East	mamaila	30.494005	-23.373919	Water and Sanitation
50		Makheala Primary	Priority 1	918510309	Greater Letaba	Mopani East	Rakwadu 1	-23.596355	30.33041	Water and Sanitation
51		Ramollo Primary	Priority 1	918520924	Greter Letaba	Mopani East	mamaila	30.40459	-23.42346	Water and Sanitation
52		Sekgosese Secondary	Priority 2	993303201	Greater Letaba	Mopani East	sekgosese East-1	-23.40365	30.167247	Water and Sanitation
53		Masalanabo Secondary	Priority 1	918510477	Greater Letaba	Mopani East	Modjadji	-23.623106	30.34993	Water and Sanitation
54		Morwatshehla Secondary	Priority 1	918510750	Greater Letaba	Mopani East	Modjadji	-23.541849	30.422876	Water and Sanitation
55		Bolobedu Primary	Priority 1	918510033	Greater Letaba	Mopani East	Modjadji	-23.62246	30.34552	Water and Sanitation
56		Matsikinyane Primary	Priority 1	926540936	Maruleng	Mopani West	Lepelle	-24.352639	30.563361	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
57		Mpumulana Secondary	Priority 1	915540270	Greater Tzaneen	Mopani West	Khujwana	-23.93627	30.283783	Water and Sanitation
58		Nkowankowa Circuit Office	Priority 2	55032	Greater Tzaneen	Mopani West	Nkowankowa	-23.889167	30.283275	Water and Sanitation
59	SDMS-CLUSTER 7	Bonega Madikubung Primary	Priority 1	925660068	Makhuduthamaga	Sekhukhune East	Mmashadi	-24.772755	29.906934	Water and Sanitation
60		Freddy Mokgabudi Primary	Priority 1	925661712	Makhuduthamaga	Sekhukhune East	Mmashadi	-24.717299	29.884835	Water and Sanitation
61		Madiete Primary	Priority 1	925660389	Fetakgomo-Greater Tubatse	Sekhukhune East	Ngwaabe	-24.86496	29.94771	Water and Sanitation
62		Magomarele Primary	Priority 1	92566041	Fetakgomo-Greater Tubatse	Sekhukhune East	Malegale	-24.63347	29.94301	Water and Sanitation
63		Manganeng Primary	Priority 2	925660594	Fetakgomo-Greater Tubatse	Sekhukhune East	Malegale	-24.66995	29.96776	Water and Sanitation
64		Makgamathu Secondary	Priority 1	925631084	Fetakgomo-Greater Tubatse	Sekhukhune East	Driekop	-24.459	30.10606	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
65		Manoke Secondary	Priority 2	925620572	Fetakgomo-Greater Tubatse	Sekhukhune East	Bogwasha	-24.6326	30.318	Water and Sanitation
66		Morokadieta Primary	Priority 2	925630531	Fetakgomo-Greater Tubatse	Sekhukhune East	Leolo	-24.56141	30.11229	Water and Sanitation
67		Lekoko Secondary	Priority 1	924640590	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.744944	29.660806	Water and Sanitation
68		Marotobale Primary	Priority 1	924641357	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.730161	29.814882	Water and Sanitation
69		Motlokwe Primary	Priority 1	924642077	Makhuduthamaga	Sekhukhune South	Ngwaritsi	-24.698444	29.809806	Water and Sanitation
70		Patantshwana Primary	Priority 1	924642435	Makhuduthamaga	Sekhukhune South	Eensaam	-24.931605	29.894095	Water and Sanitation
71		Thakgudi Secondary	Priority 1	924643148	Makhuduthamaga	Sekhukhune South	Glen Cowie	-24.871719	29.881829	Water and Sanitation
72	SDMS-CLUSTER 8	Sebjalebale Secondary	Priority 1	996606816	Ephraim Mogale	Sekhukhune South	Moutse West	-24.9226	28.96014	Water and Sanitation
73		Tadimane Secondary	Priority 1	996606610	Elias Motsoaledi	Sekhukhune South	Moutse Central	-25.20018	29.11334	Water and Sanitation
74		Thabanaswana Primary	Priority 1	996605501	Makhuduthamaga	Sekhukhune South	Masemola	-24.53128	29.60892	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
75		Tlou-kwena Intermediate (Grades 7 - 9)- W&S	Priority 2	996606724	Elias Motsoaledi	Sekhukhune South	Moutse East	-25.28399	29.1912	Water and Sanitation
76		Hlogotlou Circuit Office	Priority 2	66031	Elias Motsoaledi	Sekhukhune South	Hlogotlou Circuit Office	-25.09541	29.45738	Fencing
77		Manthole Circuit Office	Priority 2	66032	Elias Motsoaledi	Sekhukhune South	Manthole Circuit Office	-25.09477	29.45636	Water and Sanitation
78		Motetema / Rakgoadi Circuit Office	Priority 2	66033	Elias Motsoaledi	Sekhukhune South	Motetema / Rakgoadi Circuit Office	-25.09477	29.45636	Water and Sanitation
79		Moutse Central and East Circuit Office	Priority 2	66065	Elias Motsoaledi	Sekhukhune South	Moutse Central and East Circuit Office	-25.2714	29.17636	Water and Sanitation
80		Phokwane Circuit Office	Priority 2	33046	Makhuduthamaga	Sekhukhune South	Phokwane Circuit Office	-24.91355	29.66964	Water and Sanitation
81		Mashile Primary (Nebo)	Priority 1	924141401	Makhuduthamaga	Sekhukhune South	Phokwane	-24.91355	29.66964	Water and Sanitation
82		Morope-Matlala Primary	Priority 1	905651132	Ephraim Mogale	Sekhukhune South	Rakgwadi	-24.94995	29.60839	Water and Sanitation
83		Rakgoadi Higher Primary	Priority 1	923651170	Ephraim Mogale	Sekhukhune South	Rakgwadi	-24.88533	29.56868	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
84		Tsimanyane Primary	Priority 2	924651521	Ephraim Mogale	Sekhukhune South	Tsimanyane	-24.83331	29.50792	Water and Sanitation
85	VDMS-CLUSTER 9	Balalila Senior Primary (Dznanani Township)	Priority 2	928330770	Makhado	Vhembe West	Nzhelele West	-22.89916	30.03261	Water and Sanitation
86		Divhani Primary	Priority 1	928330763	Thulamela	Vhembe West	Nzhelele West	-22.91688	30.08516	Water and Sanitation
87		Jonathan Mushathama secondary	Priority 2	928330909	Makhado	Vhembe West	Nzhelele West	-22.90027	30.01877	Water and Sanitation
88		Jonathan Thifulufhelwi Secondary	Priority 2	928331407/B	Makhado	Vhembe West	Soutpansberg East	-23.12464	29.79739	Water and Sanitation
89		Kutama Secondary	Priority 2	928332301	Makhado	Vhembe West	Soutpansberg West	-23.07125	29.64829	Water and Sanitation
90		Liphaka Primary	Priority 2	928331889	Makhado	Vhembe West	Nzhelele West	-22.86896	29.95486	Water and Sanitation
91		Maebani Junior Primary (Sattelite Campus)	Priority 1	928332103	Makhado	Vhembe West	Soutpansberg West	-23.04142	29.6545	Water and Sanitation



#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
92		Maebani Senior Primary (Main Campus)	Priority 2	928332103	Makhado	Vhembe West	Soutpansberg West	-23.04142	29.6545	Water and Sanitation
93		Magau Primary	Priority 2	928331216	Makhado	Vhembe West	Soutpansberg East	-23.13208	29.85186	Water and Sanitation
94		Makumbwi Primary	Priority 2	928330756	Makhado	Vhembe West	Nzhelele Central	-22.91223	30.11965	Water and Sanitation
95		Malema 1 Primary	Priority 2	928330657	Makhado	Vhembe West	Nzhelele West	-22.90444	29.96052	Water and Sanitation
96		Mutuwafhethu Primary	Priority 2	928330206	Makhado	Vhembe West	Nzhelele Central	-22.92456	30.20807	Water and Sanitation
97		Tswime Secondary	Priority 2	928332172	Makhado	Vhembe West	Nzhelele Central	-22.922	30.11963	Water and Sanitation
98	VDMS-CLUSTER 10	Dzondo Primary	Priority 2	930320483	Thulamela	Vhembe West	Lwamondo	-23.05354	30.38223	Water and Sanitation
99		Ganyane Primary	Priority 2	930320513	Makhado	Vhembe West	Dzondo	-23.03377	30.29348	Water and Sanitation
100		Luvhalani Primary	Priority 2	930320384	Makhado	Vhembe West	Dzondo	-23.05508	30.30417	Water and Sanitation
101		Makakavhale Secondary	Priority 1	930320315	Thulamela	Vhembe West	Lwamondo	-22.99267	30.34603	Water and Sanitation
102		Mashaa Junior Primary	Priority 2	930321332	Collins Chabane	Vhembe West	Vurhonga 2	-23.18451	30.31206	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
103		Mashaa Senior Primary	Priority 1	930321332	Collins Chabane	Vhembe West	Vurhonga 2	-23.18451	30.31206	Water and Sanitation
104		Mphagane Primary	Priority 2	930321349	Makhado	Vhembe West	Vhuronga 2	-23.16342	30.22691	Water and Sanitation
105		Mutshipisi Primary	Priority 2	930321905	Thulamela	Vhembe West	Lwamondo	-23.02641	30.39642	Water and Sanitation
106		Nndwammbi Primary	Priority 1	930320629	Makhado	Vhembe West	Dzondo	-23.05816	30.33467	Water and Sanitation
107		Radzambo Secondary	Priority 1	930321578	Makhado	Vhembe West	Vhuronga 2	-23.19237	30.26279	Water and Sanitation
108		Ramauba Secondary	Priority 2	930321554	Makhado	Vhembe West	Vhuronga 2	-23.17966	30.30668	Water and Sanitation
109		Vhuronga-2 Circuit Office	Priority 2	33064	Makhado	Vhembe West	Vhuronga-2	-23.13096	30.42003	Water and Sanitation
110		Dzondo and Lwamondo Circuit Office	Priority 2	33062	Makhado	Vhembe West	Dzondo and Lwamondo	-23.03355	30.38334	Water and Sanitation
111		Tshiemuemu Secondary	Priority 2	930320711	Makhado	Vhembe West	Dzondo	-23.0597	30.30138	Water and Sanitation
112		Tshifhumulo Primary	Priority 2	930320476	Thulamela	Vhembe West	Lwamondo	-23.04847	30.38761	Water and Sanitation
113		Mafharalala Higher Primary	Priority 1	930320421	Thulamela	Vhembe West	Dzondo	-23.04962	30.35026	Water and Sanitation

#	Specialist Cluster Number	Name of School	Reprioritisation for implementation	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
114		Tshivhale Primary	Priority 2	930320056	Thulamela	Vhembe West	Lwamondo	-23.00387	30.34575	Water and Sanitation
115	VDMS-CLUSTER 11	Lotsha Primary	Priority 1	931520528	Makhado	Vhembe West	Hlanganani North	-23.26106	30.10618	Water and Sanitation
116		Lumuka Secondary	Priority 2	931521046	Makhado	Vhembe West	Hlanganani North	-23.22394	30.06094	Water and Sanitation
117		Mulindathavha Primary	Priority 1	931520733	Makhado	Vhembe West	Hlanganani North	-23.22847	30.08563	Water and Sanitation
118		Musandiwa Primary	Priority 1	931521019	Makhado	Vhembe West	Hlanganani North	-23.262	30.1395	Water and Sanitation
119		Rembuluwani Primary	Priority 1	931520948	Collins Chabane	Vhembe West	Hlanganani South	-23.29991	30.24413	Water and Sanitation
120		Tshiitwa Secondary	Priority 2	931520337	Makhado	Vhembe West	Hlanganani North	-23.24522	30.14131	Water and Sanitation
121		Muwaweni Primary	Priority 1	931340111	Makhado	Vhembe West	Sekgosese North	-23.32311	30.11439	Water and Sanitation
122		Maphanyi Primary	Priority 1	912520610	Makhado	Vhembe West	Hlanganani North	-23.1915	30.15397	Water and Sanitation
123		Mugejwani Primary	Priority 1	930321899	Makhado	Vhembe West	Hlanganani North	-23.20947	30.08381	Water and Sanitation
124		Muthuhadini Combined	Priority 2	9313311155	Makhado	Vhembe West	Elim	-23.14757	30.05074	Water and Sanitation
125		Rivubye Secondary	Priority 2	905332516	Makhado	Vhembe West	Elim	-23.10702	30.1773	Water and Sanitation

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126		Caledon Primary	Priority 2	912520382	Collins Chabane	Vhembe West	Hlanganani Central	-23.2478	30.3668	Water and Sanitation
127		Njhingha Primary	Priority 2	912520795	Collins Chabane	Vhembe West	Hlanganani Central	-23.19408	30.24309	Water and Sanitation
128		Hlanganani Central Circuit Office	Priority 2	33031	Makhado	Vhembe West	Hlanganani Central	-23.20547	30.23175	Water and Sanitation
129	VDMS-CLUSTER 12	Denga Secondary	Priority 1	931340999	Makhado	Vhembe West	Sekgosese North	-23.27896	29.97165	Water and Sanitation
130		Mudikhomu Primary	Priority 1	931340166	Makhado	Vhembe West	Sekgosese North	-23.29638	30.0524	Water and Sanitation
131		St. Scholastica Primary (At the New Site)	Priority 1	931340098	Makhado	Vhembe West	Sekgosese North	-23.32777	30.04184	Water and Sanitation
132		Sekgosese North Circuit Office	Priority 1	33046	Makhado	Vhembe West	Sekgosese North	-23.11478	29.81154	Water and Sanitation
133		Vhusendeka Secondary	Priority 1	930330428	Makhado	Vhembe West	Nzhelele East	-22.93276	30.24441	Water and Sanitation
134		Tshipange Primary	Priority 1	930330251	Makhado	Vhembe West	Nzhelele East	-22.86653	30.22574	Water and Sanitation
135		Muiladi Primary	Priority 2	929330176	Makhado	Vhembe West	Nzhelele East	-22.82851	30.28887	Water and Sanitation
136		Dzivhalanombe Primary	Priority 1	993304208	Makhado	Vhembe West	Nzhelele West	-22.96878	30.52388	Water and Sanitation

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137		Nzhele East Circuit Office	Priority 2	33041	Makhado	Vhembe West	Nzhele East	-23.11478	29.81154	Water and Sanitation
138		Nzhele Central Circuit Office	Priority 2	33042	Makhado	Vhembe West	Nzhele Central	-22.88531	30.15399	Water and Sanitation
139		Soutpansberg West Circuit Office	Priority 2	33045	Makhado	Vhembe West	Soutpansberg West	-23.11478	29.81154	Water and Sanitation
140		Tshiungulela Secondary	Priority 2	928332295	Makhado	Vhembe West	Soutpansberg West	-23.06644	29.63431	Water and Sanitation
141		Soutpansberg East Circuit Office	Priority 2	33043	Makhado	Vhembe West	Soutpansberg East	-23.11478	29.81154	Water and Sanitation
142		Soutpansberg Laerskool	Priority 2	905331025	Makhado	Vhembe West	Soutpansberg East	-23.03375	29.91275	Water and Sanitation
143		Masedi Primary	Priority 2	905331476	Makhado	Vhembe West	Soutpansberg East	-23.04685	29.87728	Water and Sanitation
144		Tshakande Primary	Priority 1	905332853	Makhado	Vhembe West	Soutpansberg North	-22.79031	30.12083	Water and Sanitation
145	VDMS-CLUSTER 13	Phatima Primary	Priority 1	911360047	Collins Chabane	Vhembe East	Malamulele East	-23.10071	30.89855	Water and Sanitation
146		Makhosana Primary	Priority 2	995502101	Collins Chabane	Vhembe West	Hlanganani Central	-23.26411	30.38471	Water and Sanitation

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147		Malamulele North East Circuit Office	Priority 2	33013	Collins Chabane	Vhembe East	Malamulele North East	-23.01276	30.71548	Water and Sanitation
148		Konanani Primary (Merged with Ngovhela Primary at Konanani)	Priority 1	930351036	Thulamela	Vhembe East	Sibasa	-22.95609	30.43183	Water and Sanitation
149		Mbulaheni Primary	Priority 1	930350781	Thulamela	Vhembe East	Tshinane	-22.9074	30.49335	Water and Sanitation
150		Tshamulungwi Primary	Priority 1	929311243	Thulamela	Vhembe East	Tshilamba	-22.73821	30.41145	Water and Sanitation
151		Sambandou & Tshilamba Circuit Office	Priority 2	33023	Thulamela	Vhembe East	Sambandou & Tshilamba	-22.94578	30.48785	Water and Sanitation
152		Sibasa Circuit Office	Priority 2	33054	Thulamela	Vhembe East	Sibasa	-22.94578	30.48785	Water and Sanitation
153		Tshinane Circuit Office	Priority 2	33055	Thulamela	Vhembe East	Tshinane	-22.94578	30.48785	Water and Sanitation
154		Mutshindudi Circuit Office	Priority 1	33052	Thulamela	Vhembe West	Mutshindudi	-22.94578	30.48785	Water and Sanitation
155		Mudaswali Circuit Office	Priority 2	33021	Thulamela	Vhembe East	Mudaswali	-22.94578	30.48785	Water and Sanitation

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156		Dzindi & Luvuvhu Circuit Office	Priority 2	33061	Thulamela	Vhembe East	Dzindi & Luvuvhu	-22.97665	30.44381	Water and Sanitation
157		Mvudi Circuit Office	Priority 2	33053	Thulamela	Vhembe East	Mvudi	-22.94578	30.48785	Water and Sanitation
158		Niani East & Niani West Circuit Office	Priority 2	33022	Thulamela	Vhembe East	Niani East & Niani West	-22.52849	30.6791	Water and Sanitation
159		Vhuronga 1 Circuit Office	Priority 2	33063	Thulamela	Vhembe East	Vhuronga 1	-23.13083	30.41992	Water and Sanitation
160	WDMS-CLUSTER 14	Alma Primary	Priority 2	907130505	Modimolle - Mokgoopong	Waterberg	Vaalwater	-24.486535	28.065566	Water and Sanitation
161		Dimpe Secondary	Priority 2	921110136	Lephalale	Waterberg	Palala South	-23.36006	28.11781	Water and Sanitation
162		Doornfontein Primary	Priority 2	907132228	Modimolle-Mokgoopong	Waterberg	Nylstroom	-24.300286	28.112089	Water and Sanitation
163		Mashao Mabusha Primary	Priority 1	921142348	Mogalakwena	Mogalakwena	Baltimore	-23.461988	28.643096	Water and Sanitation
164		Palala South/North Circuit Office	Priority 2	11033	Mogalakwena	Waterberg	Palala South/North	-23.334871	28.010159	Water and Sanitation
165		Kgolodi Secondary	Priority 1	921142409	Mogalakwena	Mogalakwena	Baltimore	-23.46798	28.64583	Water and Sanitation

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166		Kgabedi Secondary	Priority 2	921142102	Mogalakwena	Mogalakwena	Matlalanane	-23.52733	28.87269	Water and Sanitation
167		Mawele Primary (Merged with JM Gwangwa Secondary) at Ditlotswaneng)	Priority 1	921140755	Mogalakwena	Mogalakwena	Bakenberg North	-23.916578	28.819752	Water and Sanitation
168		Mahwelereng Circuit Office	Priority 3	11021	Mogalakwena	Mogalakwena	Mahwelereng	-24.156713	28.988408	Water and Sanitation
169		John Petro Secondary	Priority 1	906120409	Mogalakwena	Mogalakwena	Mahwelereng	-24.018408	28.95702	Water and Sanitation
170		Langalibalele Secondary	Priority 1	921120546	Mogalakwena	Mogalakwena	Mapela	-23.990475	28.936948	Water and Sanitation
171		Kgabetli Primary	Priority 2	921120454	Mogalakwena	Mogalakwena	Mokopane	-24.13887	28.94649	Water and Sanitation
172		Kgwathele Primary	Priority 2	921120492	Mogalakwena	Mogalakwena	Mokopane	#VALUE!	28.91283	Water and Sanitation
173		Madikwe Secondary	Priority 2	921120690	Mogalakwena	Mogalakwena	Mokopane	-24.03069	28.89125	Water and Sanitation
174		Mmolawa Secondary	Priority 1	921121013	Mogalakwena	Mogalakwena	Mokopane	-24.053156	28.951697	Water and Sanitation
175		Mokopane Circuit Office	Priority 3	11023	Mogalakwena	Mogalakwena	Mokopane	-24.1829	29.0112	Water and Sanitation