

INDEPENDENT DEVELOPMENT TRUST

TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE FREE STATE PROVINCE

BID NO: IDT-FSDOE-PM-LP-2025

BIDDER'S INFORMATION

(Must be completed by Bidder)

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

PREPARED BY:
The Independent Development Trust
46 2nd Ave,
Westdene,
Bloemfontein,
9301

The completed Bid Document, sealed in an envelope and clearly endorsed, must be submitted in the Tender Box situated at the entrance of the Independent Development Trust (IDT) Free State Office by no later than the closing date and time stated below:

CLOSING DATE AND TIME: 30 September 2025 AT 12h00

TERMS OF REFERENCE

a) CATEGORIES/ DISCIPLINES

NO	DISCIPLINE	TICK (applicable Box)	TOR NO
1	Project Managers		IDT-FSDOE-PM-LP-2025

- a.1** The bidder must provide ALL requirements as outlined in Sections 1.6 and 1.10 of this document. Failure to comply with the requirements of section 1.10 of this bid document shall render the bid non-responsive and shall result in the bid being disqualified.
- a.2** No submission shall be dependent on another submission. All requirements as outlined in this bid document shall be addressed in full per each submission.
- a.3** The appointed Project Manager will be required to have dual professional registration, failure to provide proof of such will result in disqualification. In addition, the Project Manager will be required to provide additional resources which will include an Occupational Health and Safety (OHS) Consultant and a Social Facilitator as part of the Project Manager's team to implement the deliverables for the full duration of the project. Furthermore, the PM will be required to have support consultants which will not be involved in all the various stages, the resources a mentions in the scope of works section.

ITEM	DESCRIPTION
1.1 Terms of Reference (TOR) Advert Date	28 August 2025
1.2 Compulsory Briefing	Not Applicable
1.3 Bid Closing Date	30 September 2025 at 12h00pm – No late submissions will be received and/or considered.
1.4 Bid No.	IDTFS-DOE-PM-LP-2025
1.5 Enquiries	<p>All queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below;</p> <p>Name: Mr. Obakeng Marwane Email: fstenders@idt.org.za</p> <p>No queries will be entertained five (5) calendar days before closure.</p>
The Terms of Reference will be evaluated in three phases in terms of the Mandatory Requirements, Technical Functionality and Preferential Point System as indicated in item 1.6, 1.7 & 1.8:	
1.6 Compulsory Requirements - Phase 1	<p>Mandatory Requirements are as follows:</p> <ul style="list-style-type: none"> 1.6.1 Authority to Sign a Bid Document 1.6.2 Company Registration Documents (CIPC) or affidavit and trade a name if a Sole Proprietor. 1.6.3 List of all shareholders/directors with Original certified copies of their IDs of all companies forming part of the consortium (no older than 6 months from the tender closing date). 1.6.4 At least 51% of company directors must be registered with relevant built environment council, i.e, SACPCMP, as a Professional Construction Project Manager. All proposed team members must also hold professional registration aligned to their respective disciplines (i.e. SACAP, ECSA, SACPCMP, SACQSP) as a Professional (i.e. to be Pr. Arch, Pr. QS, Pr. CPM, Pr. CHSA, Pr. Engineer). Professional Technologist will not be considered. 1.6.5 Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour.

ITEM	DESCRIPTION												
	<p>1.6.6 Submission of fully completed and signed Invitation to Bid (SBD 1)</p> <p>1.6.7 Submission of fully completed and signed Bidder's Disclosure (SBD 4)</p> <p>1.6.8 Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)</p> <p>1.6.9 Valid proof of Professional Indemnity Insurance cover for minimum of R 5,000,000.00. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment.). The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.</p> <p>1.6.10 Completed Form of Offer, fully signed and witnessed.</p> <p>1.6.11 Provide full Central Supplier Database (CSD) report.</p> <p>1.6.12 The TOR Document must be fully completed in permanent black ink. Failure to comply with this requirement will result in disqualification.</p> <p>Bidders who fail to submit any of the mandatory documents listed above shall be disqualified and will not be considered for further evaluation under phase 2 (technical functionality)</p>												
<p>1.7 Functionality Criteria - Phase 2</p> <p>Phase 2 entails the evaluation of functionality/technical requirements as follows:</p> <table border="1"> <thead> <tr> <th>Quality Criteria</th><th>Points Allocation</th></tr> </thead> <tbody> <tr> <td>Experience of company on similar projects not older than 10 years.</td><td>50</td></tr> <tr> <td>Quality of services based on Clients Reference.</td><td>25</td></tr> <tr> <td>Qualifications, Experience and competencies of the key assigned personnel.</td><td>10</td></tr> <tr> <td>Company locally based.</td><td>15</td></tr> <tr> <td>TOTAL POINTS</td><td>100</td></tr> </tbody> </table> <p>Only bidders who obtain a minimum score of 70 points (70%) out of the total functionality/quality criteria will qualify for further evaluation under Phase 3 (Preferential Point System).</p>		Quality Criteria	Points Allocation	Experience of company on similar projects not older than 10 years.	50	Quality of services based on Clients Reference.	25	Qualifications, Experience and competencies of the key assigned personnel.	10	Company locally based.	15	TOTAL POINTS	100
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Experience of company on similar projects not older than 10 years.	50												
Quality of services based on Clients Reference.	25												
Qualifications, Experience and competencies of the key assigned personnel.	10												
Company locally based.	15												
TOTAL POINTS	100												
1.8 Preferential System - Phase 3	<p>Point</p> <p>Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 (Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.</p>												
1.9 Returnable document at the Stage of award	<p>The following returnable documents shall be submitted together with the TOR. Validity of this documentation will be verified at the time of award.</p>												

ITEM	DESCRIPTION
	<p>1.9.1 Valid Tax Compliance Letter with a unique pin</p> <p>1.9.2 Valid proof of Professional Indemnity Insurance cover for minimum of R 5,000,000.00 or twice your professional fees, whichever is highest. The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.</p> <p>1.9.3 Proof of active VAT registration must be submitted at the time of bid submission.</p>
1.10 Returnable Documents	1.10.1 In line with the Submission checklist and Item 1.6, 1.8 and Item 1.9.
1.11 Evaluation Criteria	1.11.1 The 80/20 Evaluation System will be applicable.
1.12 TOR Award Criteria	<p>1.12.1 Verification of active (non-expired) professional registration of at least one director of the firm as a Professional Construction Project Manager (Pr. CPM) with SACPCMP. Proof of registration must be valid at the time of bid submission.</p> <p>1.12.2 Verification of active (non-expired) professional registration of all proposed key team members with their respective statutory councils, at the level of Professional. This includes, but is not limited to, the Professional Quantity Surveyor, Professional Architect, Professional Engineer (Civil, Structural, Electrical, and Mechanical), and Professional Construction Health and Safety Agent. Proof of valid registration must be provided for each.</p> <p>1.12.3 Failure to comply with items 1.9 above, within seven (7) days, will result in the disqualification of your bid.</p> <p>1.12.3.1 IDT reserves the right to conduct a risk assessment were necessary.</p> <p>1.12.3.2 Note: The IDT reserves the right not to award to the highest point's scorer.</p>
1.13 Submission of TOR documents	<p>TOR documents shall be hand delivered in 1 combined pack (<i>i.e. TOR document and its accompanying Annexures</i>) to the <i>Implementing Agent (IDT)</i>, and shall be marked as follows:</p> <p>The Independent Development Trust 46 Second Ave, Westdene, Bloemfontein, 9301</p> <p>Marked Confidential Quotation and Indicate the following:</p> <p>Bid Number: IDT-FSDOE-PM-LP-2025</p>

ITEM	DESCRIPTION
	<p>TOR Description: Terms of reference for professional service providers to provide professional services for the construction of Langehoven Park Comprehensive School on behalf of DOE in the Free State Province</p> <p>THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION AREA AS PER THE ADDRESS INDICATED ABOVE</p>
<p>1.14 Pricing / Fee Proposal / Quotation</p>	<p>1.14.1 Fee proposal shall be inclusive of VAT (Where Applicable - VAT Vendors)</p> <p>1.14.2 Terms of Reference shall be valid for 90 calendar days.</p> <p>1.14.3 All costs related to the service to be provided shall be included in the quotation.</p> <p>1.14.4 All work stages for the project shall be priced for. All costs related to the service to be provided shall be included in the fee proposal.</p> <p>1.14.5 The fee proposal shall be inclusive of all work expenses as there shall be no additional monies that will be paid by the Employer for this project. As such all work related risks shall be factored in the bidder's fee proposal. Price / Fee adjustments shall only be carried out if and when the construction price changes, as is the norm, and in line with the applicable tariff of applicable professional fees.</p> <p>1.14.6 Note: Bidders are requested to ensure that they fully complete the relevant applicable table 4.1, as well as submit a formal fee proposal in the official company's letterhead.</p> <p>1.14.7 The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalize the projects. Therefore, should the bidder's discount offer be greater than 20%, the bidder's tender will be non-responsive for price.</p> <p>1.14.8 Bidders shall be appointed in line with the relevant gazette fees.</p> <p>1.14.9 Supporting consultant's fees will be in accordance the gazette rates, and may be time based, depending on the requirement of the services.</p> <p>1.14.10 Upon appointment of the successful bidder the bidder may be required to price for Contract Skills Development Goal (CSDG) were necessary.</p>
<p>1.15 Disbursements</p>	<p>1.15.1 Disbursement cost, if any, shall be paid on a proven incurred cost basis in line with applicable guidelines as</p>

ITEM	DESCRIPTION
	<p>per the National Department of Public Works and Infrastructure (NDPWI) “Rates for Reimbursable Expenses”.</p> <p>1.15.2 The base town for the projects shall be Bloemfontein. As such all disbursements related cost will be referenced to Bloemfontein, in line with the guidelines referred to in 1.13.1 above (only applicable where the bidder’s offices are located further away from Bloemfontein in Free State)</p> <p>1.15.3 Travelling and time related claims shall be applied after 100km to and from the base town.</p>
1.16 Amendments	1.16.1 Any amendments to the rates offered or description given must be signed by an authorized person (i.e. who signed the original terms of reference)
1.17 Scope of Services	1.17.1 Refer to Section 2 of the document
1.18 PSP’s Project Personnel	<p>1.18.1 The bidder is required to submit organogram with the Lead personnel that is registered as an Active (non-expired) professional.</p> <p>1.18.2 The Service provider to provide details of the personnel to be used in the project and attach proof of their relevant professional registration and CVs.</p> <p>1.18.3 The bidder to provide written confirmation of availability and use of qualification (signed by the proposed team member) for the expected duration of the validity period of the project.</p> <ul style="list-style-type: none"> - The letter must clearly indicate if the member is outsourced or insourced. - The letter must clearly confirm that the resource grants the bidder permission to use their qualifications / certificates. - The letter must be supported with an Affidavit accepted by the Commissioner of Oath.
1.19 IDT’s Reservation of Rights	<p>1.19.1 The Service Providers attention is specifically drawn to the fact that a contract in respect of the services requested herein will not necessarily result from the proposals received.</p> <p>1.19.2 The IDT reserves the right to cancel or withdraw this terms of reference without prior notice and without furnishing any reasons whatsoever.</p> <p>1.19.3 The IDT reserves the right not to award to the lowest bidder.</p> <p>1.19.4 The IDT reserves the right to award all or part of the works. If not all works is awarded, the IDT reserves the right to re-calculate the TOR price in accordance to the adjusted works (i.e. adjusted construct value).</p> <p>1.19.5 The IDT shall only pay for work done / carried out to the applicable work stages.</p>

ITEM	DESCRIPTION
	1.19.6 The IDT reserves the right, during the evaluation process, to make an award only to a bidder who is registered as a Value-Added Tax (VAT) vendor in terms of the Value-Added Tax Act, 1991 (Act No. 89 of 1991). Should the highest-ranked bidder be a non-VAT vendor, the IDT will consider the next-ranked bidder who meets this requirement.
1.20 Cancellation Cost	<p>1.20.1 Should the project be cancelled by the Client Department, due to financial constraint and/or other reasons, the IDT and the Client Department shall not be liable to remunerate the service provider for any potential loss of business and/or profit. The service provider shall only be remunerated for work done prior to the cancellation.</p> <p>1.20.2 In this case where an exception to 1.18.1 is required, time-based fees and disbursements may be used, where applicable, to remunerate the service provider accordingly.</p> <p>1.20.3 Note: No time based fees shall be applicable for any work on hold.</p>
1.21 Contract	<p>1.21.1 The service provider will be expected to enter into contract with the IDT on behalf of Free State Department of Education (FSDOE).</p> <p>1.21.2 The professional services contract is based upon the CIDB Standard Professional Services Contract, Third Edition of CIDB document 1014, published by the CIDB in July 2009 together with the addendum to the CIDB as well as the special condition of contract.</p>
1.22 Prolongation of Fees	1.20.1 Should the construction period exceed the initially planned period except in the case of extension as a results of increased approved scope, the service providers will not be eligible to claim for prolongation fees.

ITEM	DESCRIPTION
<p>1.23 TOR Document and Contract</p>	<p>1.23.1 The Bidder is advised to ensure that they familiarize them themselves with all the contents of the TOR documents as those will form the basis of the contract to be entered into. Any contents of this document that the bidder requires clarity on shall be brought forward before the TOR submission date stipulated in this TOR document.</p> <p>1.23.2 The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalize the projects. Therefore, should the bidder's discount be greater than the 20% cap discount, the bidder's tender will be non-responsive.</p> <p>1.23.3 Conditions of Contract are the CIDB Standard Professional Services Contract 3rd Edition of the CIDB Document 1014.</p> <p>1.23.4 The successful Bidder will be expected to have and maintain a professional indemnity insurance of at least Ten Million Rand (R 5 000 000.00). (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment.)</p> <p>1.23.5 Note: The TOR document must be fully completed in permanent black ink. Failure to comply with this requirement will result in disqualification.</p>

1.24 FEE GUIDELINE FOR APPLICABLE PROFESSIONAL SERVICES

Professional Discipline	Applicable Gazette
Professional Construction Project Management	SACPCMP – rates as per Gazette 42697 Board Notice 168 of 2019
Professional Quantity Surveyor	SACQSP - rates as Per Gazette No. 52152 Board Notice 741 of 2025
Professional Occupational Health and Safety Professionals	SACPCMP- rates as per Gazette 42697 Board Notice 167 of 2019
Professional Architects	SACAP - rates as per Gazette No. 51352 Board Notice 672 of 2024
Professional Civil & Structural Engineers	ECOSA - rates as per Gazette No. 52691 Board Notice 783 of 2025
Professional Electrical Engineers	ECOSA - rates as per Gazette No. 52691 Board Notice 783 of 2025
Professional Mechanical Engineers	ECOSA - rates as per Gazette No. 52691 Board Notice 783 of 2025

1.25 FEES

The fee proposal shall be based on an estimated fee for the work to be performed by the Professional Service Providers. Upon appointment, the final fees shall be calculated in accordance with the applicable gazetted rates specified under item 1.24, and shall include all relevant allowances for unforeseen risks associated with work of this nature.

The fee proposals shall cover for all work to be carried out by the Professional Service Providers including, but not limited to:

- Site Assessments,
- Reports, Various Site meetings, etc.

Fees shall be price per work stage as indicated in the tables.

1.26 DISBURSEMENTS

The disbursement calculation will be in line with applicable guidelines as per the National Department of Public Works and Infrastructure (NDPWI) “Rates for Reimbursable Expenses”. Prior to appointment of a successful service provider, the actual disbursement amounts shall be calculated per project.

Note: Each built environment profession will be guided by a government gazette that outlines the scope of services. The fee applicable to each work stage will be apportioned for the **applicable discipline** according to the tables below:

Project Management Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this Bid
Stage 1: Inception	10%	15%
Stage 2: Concept and Viability (Concept Design)	10%	15%
Stage 3: Design Development	25%	15%
Stage 4: Documentation and Procurement	10%	15%
Stage 5: Construction	40%	30%
Stage 6: Closure	5%	10%
TOTAL	100%	100%

Quantity Surveying Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Inception	2.5%	5%
Stage 2: Concept and Viability (Concept Design)	7.5%	10%
Stage 3: Design Development	10%	10%
Stage 4: Documentation and Procurement	35%	30%
Stage 5: Construction	37.5%	30%
Stage 6: Closure	7.5%	15%
TOTAL	100%	100%

Health and Safety Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Inception	5%	10%
Stage 2: Concept and feasibility	20%	10%
Stage 3: Design Development	20%	10%
Stage 4: Documentation and Procurement	10%	20%
Stage 5: Construction and contract administration	40%	40%
Stage 6: Closure	5%	10%
TOTAL	100%	100%

Architectural Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Inception	2%	10%
Stage 2: Concept and viability (concept design)	15%	15%
Stage 3: Design Development	20%	22%
Stage 4: Documentation and Procurement	30%	20%
Stage 5: Construction	30%	23%
Stage 6: Closure	3%	10%
TOTAL	100%	100%

Civil & Structural Engineering Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Inception	5%	5%
Stage 2: Concept and viability (concept design)	25%	25%
Stage 3: Design Development	25%	30%
Stage 4: Documentation and Procurement	15%	15%
Stage 5: Contract Administration and Inspection	25%	15%
Stage 6: Close-out	5%	10%
TOTAL	100%	100%

Mechanical & Electrical Engineering Profession Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Inception	5%	5%
Stage 2: Concept and viability (concept design)	15%	20%
Stage 3: Design Development	20%	20%
Stage 4: Documentation and Procurement	20%	20%
Stage 5: Contract Administration and Inspection	35%	25%
Stage 6: Close-out	5%	10%
TOTAL	100%	100%

Social Facilitation Consultant Work Stages	Portion of Fees	
	As per Gazette (Not relevant to this tender)	Professional Services - Relevant to this TOR
Stage 1: Initiation	5%	5%
Stage 2: Feasibility Study - Non technical	5%	5%
Stage 3: Planning - Project Landing, Stakeholder Engagement	15%	15%
Stage 4: Procurement and Community Empowerment	20%	20%
Stage 5: Implementation	45%	45%
Stage 6: Close-out	10%	10%
TOTAL	100%	100%

1.27 FEE PROPOSAL FOR THE CONSTRUCTION OF LANGENHOVEN PARK COMPREHENSIVE SCHOOL IN THE FREE STATE PROVINCE

The quotation shall be prepared in both the service provider's letterhead and the table below. The quotation shall be prepared in the manner as indicated below;

Table 4.1: Professional Fees

ITEM	APPLICABLE WORK STAGES	%	FEE PER WORK STAGE Considering all applicable factors (EXCL VAT)
A.	Project Manager		R11,520,399.95
B.	Quantity Surveyor		R 2,726,419.99
C.	Architect		R 2,163,574.45
D.	Civil & Structural Engineer		R 1,838,925.00
E.	Electrical & Mechanical Engineer		R 1,516,050.00
F.	Occupational Health and Safety		R 4,563,989.00
G.	Social Facilitation Fee		R 2,500,000.00
H.	Total Professional Fee (Excl. VAT) (Item A - G)	100 %	R 26,829,358.39
I.	Overall Discount Offered (%)	%	%
J.	Total Discounted Fee (Excl. VAT) (Item H x Item I)		R
K.	Disbursement Budget		R 300,000.00
L.	Total Fee + Disbursements (Excl. VAT) (Sum Items H + Item J + Item K)		R
M.	VAT (15%)		R
N.	Total Offer (Incl. VAT) (Item L + Item M)		R

Note: Professional Service Providers are required to price for all items listed under Table 4.1: Professional Fees. For professional services under Section 2: Scope of Professional Services indicated as "if applicable", at the time of implementation of the project, this items will either form part of the professional fee or be removed from the total professional fee offered if the specific service are not implemented.

1.28 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG) FOR CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL IN THE FREE STATE

The professional service provider shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

It will be a condition of contract that:

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

The Tender Financial Proposal Summary

The professional service provider's attention is brought to the training method as prescribed by the client in the tender document.

STEP ONE: Calculation of hosting a learner/candidate in months.

For Professional Service Providers			
Fee Proposal	R	Divided by 1 000 000.00	A =
Min. CSDG requirement (Hours of placement required)	A	Multiplied by 150	B =
Min. CSDG requirement (Days if placement required)	B	Divided by 8 Hours per days	C =
Min. CSDG requirement (Months of placement required)	C	Divided by 21,67 working days per month	D =

STEP TWO: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

To determine the Min. CSDG cost in Rands, we will define the monthly Cost of hosting a learner / candidate using Table 3 of the skills standard as published in Gazette Notice No.43495 of 3 July 2020.

Bidders are to utilize either Method 3 to meet the Min. CSDG:

Method 3: P1 and P2 learners, or a 240 credits qualification.

For Professional Service Providers			
Method 3: P1 and P2 learners, or a 240 credits qualification	Quarterly cost of R48 500 (this includes the learner stipend, mentorship, provision for additional cost as described in the skills standard).	Divided by 3 months	M3 = R16 167

STEP THREE: Cost of hosting a learner / candidate using Table 3 of the skills standard in Rands

Table 2: Contract Skills Development Goal					
Item	Description	Number of learners	Rate per month per learner	Total Months required	Total Cost (Min. CSDG Cost in Rands)
		L	(M3)	(D)	TC = L x M3 x D
1	Method 3	1	R 16 167,00		

NOTE 1: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services.

NOTE 2: The bidder is to ensure that all pricing from the above table(s) is transferred (i.e. the total offered price) to the Form of Offer (Note: Failure to complete and sign the Form of Offer in Full by an authorised person shall invalidate the TOR).

NOTE 3: This section shall be read in conjunction with the Form of Offer as well as the request for a signed Form of Offer in the Bidders Official Letterhead. This note shall not be read to negate all above and/or other TOR requirements stipulated in this TOR document.

2. SCOPE OF PROFESSIONAL SERVICES

The required professional services providers will be required to employ their professional services at the project on the table below, based on the client's brief.

No.	Name of Project
1	LANGHOVEN PARK COMPREHENSIVE SCHOOL

Client's Objective	The Client's objective is to appoint a Project Management consultant to represent its interests in managing the turnkey contractor's design team for the construction of Langehoven Park Comprehensive School. The objective is to expedite all initiation and concept stage approvals including feasibility confirmation, cost estimates and scope determination to allow for early commencement on site. The Client further seeks to ensure that the project is delivered to the required quality, within budget and time, with the PM consultant overseeing the contract through to final account stage, subject to the availability of budget.
Background	The Free State Department of Education (FSDOE) is undertaking the construction of Langehoven Park Comprehensive School in the Free State as a priority smart school project. The new facility will include modern infrastructure, flexible learning spaces, and sustainable building solutions to support current teaching and learning needs. The project will be delivered on a greenfield site, with early project phases to be fast-tracked to allow construction to start as soon as possible.

The Professional service providers' scope is outlined below for the required disciplines:

2.1. PROJECT MANAGER

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **SACPCMP – Gazette 42697 Board Notice 168 of 2019**

The project manager will be expected to:

- Perform the duties of the Construction Project Manager services relating to the construction of the building infrastructure required; which are in line with the prescribed gazette
- Perform the duties of the principal consultant and principal agent;
- Coordinate and monitor the implementation of CIDB Build Programme as per the Skill Development Act, by all disciplines and the contractor.
- Update the project's Education Facility Management System (EFMS), capturing all project team and project related information at no additional cost to the client.

2.2. QUANTITY SURVEYOR

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **SACQSP - rates as Per Gazette No. 52152 Board Notice 741 of 2025**

2.2.1.1. Provide cost management services for Stages 1 and 2, including preliminary cost estimates and cost planning, and thereafter oversee and verify the contractor's quantity surveying outputs during Stages 3 to 6 to ensure accuracy, compliance with the contract, and alignment with approved budgets, as prescribed by the gazette.

2.3. HEALTH AND SAFETY

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **SACPCMP - Gazette 42697 Board Notice 167 of 2019**

- Manage the OHS requirements of the project during design, implementation of the project and the construction of the building infrastructure required as prescribed in the applicable gazette.

2.4. ARCHITECT

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **SACAP - rates as per Gazette No. 51352 Board Notice 672 of 2024**

- The appointed Architect will be required to perform Stages 1 and 2 as prescribed, ensuring compliance with all applicable regulations and project requirements. Stages 3 to 6 will be undertaken by the turnkey contractor's appointed professionals.
- For the completion of Stages 1 and 2 on this greenfield project, the Architect will be required to coordinate and/or appoint the necessary specialists, which may include a Town Planner, Heritage Consultant and Environmental Impact Assessment (EIA) Practitioner

2.5. CIVIL & STRUCTURAL ENGINEER

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **ECSA- rates as per Gazette No. 52691 Board Notice 783 of 2025**

- The appointed Civil & Structural Engineer will be required to perform Stages 1 and 2 as prescribed, ensuring compliance with all applicable regulations, standards, and project requirements. Stages 3 to 6 will be undertaken by the turnkey contractor's appointed professionals.
- For the completion of Stages 1 and 2 on this greenfield project, the Civil & Structural Engineer will be required to coordinate and/or appoint the necessary specialists, which may include a Hydrologist, Land surveyor and Geotechnical Engineer

2.6. ELECTRICAL ENGINEER

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **ECSA- rates as per Gazette No. 52691 Board Notice 783 of 2025**

- The appointed Electrical Engineer will be required to perform Stages 1 and 2 as prescribed, ensuring compliance with all applicable regulations, standards, and project requirements. Stages 3 to 6 will be undertaken by the turnkey contractor's appointed professionals.

2.7. MECHANICAL ENGINEER

Scope of services as envisaged in the guideline scope of services and tariff of fees as per **ECSA- rates as per Gazette No. 52691 Board Notice 783 of 2025**

- The appointed Mechanical Engineer will be required to perform Stages 1 and 2 as prescribed, ensuring compliance with all applicable regulations, standards, and project requirements. Stages 3 to 6 will be undertaken by the turnkey contractor's appointed professionals.

2.8. SOCIAL FACILITATION

Social facilitation is about assuring that the community is consulted about infrastructural development, but rather about establishing processes through which the community or stakeholders can create meaningful, ongoing change, with the assistance and collaboration of the IDT. Social facilitation is a powerful process of uniting and influencing communities and stakeholders, government and other interest parties leading to the creation of viable strategies for the fulfilment of local needs and aspirations. In summary, the key objectives of social facilitation include the following:

- ☐ Mobilise communities or key stakeholders around programs and projects for their support and participation.
- ☐ Empowers and informs local structures about the program/project to reduce incidents of conflict.
- ☐ Fulfil people's democratic rights by empowering communities to actively participate and take ownership of their development.
- ☐ Create an enabling environment for the effective implementation of the infrastructure projects at a community level.
- ☐ Facilitate the creation of networking, and partnership establishment to maximize the impact and sustainability of programs.
- ☐ Promotes the processes of strengthening of local resources, localization, and beneficiation.
- ☐ Fosters partnerships and enhances community capacity to: create sustainable jobs; increase social capital; strengthen strategic planning.
- ☐ Create a conducive environment for all stakeholders to ensure development integration, Impact and smooth implementation of programs.

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

NOTE: The Project Manager's team will be required to have registered support consultants, which will not be involved in all the various stages and the PM's team may be formulated as per the options below:

	Option 1	Option 2	Option 3	Option 4
Main disciplines	Pr. CPM and Pr. Arch	Pr. CPM and Pr. QS	Pr. CPM and Pr. C / S Engineer	Pr. CPM and Pr. E / M Engineer
Secondary disciplines	Pr. CHSA Social Facilitator	Pr. CHSA Social Facilitator	Pr. CHSA Social Facilitator	Pr. CHSA Social Facilitator
Support disciplines * The listed professionals will not awarded part of the works	Pr. QS Pr. CE Pr. SE Pr. EE Pr. ME	Pr. Arch Pr. CE Pr. SE Pr. EE Pr. ME	Pr. Arch Pr. QS Pr. EE Pr. ME	Pr. Arch Pr. QS Pr. CE Pr. SE

* The Support professionals will not awarded part of the works which may be stage one to two.

Phase 2: Evaluation on Functionality/Technical Requirements

Phase two (2) entails the process of evaluation of functionality/technical requirements. Only bidders who meet the threshold of 70% and above of the total functionality/quality points will be eligible to be evaluated under Stage three (3).

The Table below, specifies in detailed the functionality/technical criteria to be considered under the evaluation:

Quality Criteria		Points Allocation
A	Experience of company on similar projects not older than 10 years.	50
B	Quality of services based on Clients Reference.	25
C	Qualifications, Experience and competencies of the key assigned personnel.	10
D	Company locally based.	15
TOTAL POINTS		100

A.EVALUATION SCHEDULE: FIRM'S EXPERIENCE ON SIMILAR PROJECTS (50 points)

Relevant Experience on Similar Construction Projects (50 points):

Points are allocated for relevant experience relating to *built environment professional services on the demolition / refurbishment / renovations / upgrade and new construction of **projects*** to the value threshold equal or above **R50 000 000,00** per projects completed in the past 10 years.

Bidders are requested to list the five projects for which they wish to be considered for evaluation in the returnable document - 3.4, only projects listed on the returnable document - 3.4 will be considered.

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

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

- A. Letters of Appointment
- B. Letter from the client confirming the project value
- C. Completion Certificates

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

Evaluation sub-criteria: Firm's Experience on Similar Projects (50 points)

A - Evaluation sub-criteria: Firm's Experience on Similar Projects (50 points)	
Sub Criteria	Points Awarded
Bidder has not provided evidence of experience on similar project in the past 10 years and supported by contactable references	0
Bidder has executed and completed at least 1 projects in the past 10 years and supported by contactable references	10
Bidder has executed and completed at least 2 projects in the past 10 years and supported by contactable references	20
Bidder has executed and completed at least 3 projects in the past 10 years and supported by contactable references	30
Bidder has executed and completed at least 4 projects in the past 10 years and supported by contactable references	40
Bidder has executed and completed at least 5 projects in the past 10 years and supported by contactable references	50

B. EVALUATION SCHEDULE: Quality of services based on Clients Reference Letter (25 points)

Points are allocated for performance on previous projects executed in terms of the respective completed "Client Reference form" (see returnable schedules) for the projects listed on the abovementioned **"A. Relevant Project Experience on similar construction projects"** returnable schedule.

Bidders are requested to submit completed client reference forms for the five projects for which they wish to be considered for evaluation in the returnable document - 3.4, only projects listed on the returnable document - 3.4 will be considered.

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

- B1. Scored signed reference forms (as per returnable schedule - 3.5).

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

Projects	Overall Assessment by Client					
	No submission	Very Poor	Poor	Average	Good	Excellent
Project 1	0	1	2	3	4	5
Project 2	0	1	2	3	4	5
Project 3	0	1	2	3	4	5
Project 4	0	1	2	3	4	5
Project 5	0	1	2	3	4	5
Total Number of Points	0	5	10	15	20	25

C.EVALUATION SCHEDULE: KEY PERSONNEL (10 points)

Qualification, Professional Registration and Experience of key personnel (10 points):

Points are allocated for professional qualifications, and experience of allocated key personnel for the projects under consideration. In order to obtain points, the key personnel must hold a professional registration with the relevant built environmental council applicable to the professional service required (Copy of current Professional Registration is required). For each key personnel allocated to the project, the bidders shall submit the following: Curriculum Vitae together with certified proof of qualifications and current professional registration. Failure to submit all proof of professional registrations in all categories will result in no scoring of points in this criteria.

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

B - Qualifications and competencies of proposed key personnel (10 points)

Description of the Criteria for Key Personnel	Point Allocation												
Project Manager Only a registered person with active registration with SACPCMP as Pr. Construction Project Manager, will be considered. Points allocated based on the relevant experience: <table> <tr> <th>Years of Experience</th><th>Point Allocation</th></tr> <tr> <td>10 years or more</td><td>10 point</td></tr> <tr> <td>8-9 years</td><td>8 point</td></tr> <tr> <td>6-7 years</td><td>6 point</td></tr> <tr> <td>3-5 years</td><td>4 point</td></tr> <tr> <td>Less than 3 years</td><td>2 point</td></tr> </table> <i>Years of experience are considered from professional registration date.</i>	Years of Experience	Point Allocation	10 years or more	10 point	8-9 years	8 point	6-7 years	6 point	3-5 years	4 point	Less than 3 years	2 point	10
Years of Experience	Point Allocation												
10 years or more	10 point												
8-9 years	8 point												
6-7 years	6 point												
3-5 years	4 point												
Less than 3 years	2 point												
Subtotal number of points	10												

D.COMPANY LOCALLY BASED (15 POINTS)

Points are allocated for consulting companies located in the Free State Province. Submission of the municipal account not older than 6 months on the company name will be considered to allocate points. The company name must correspond with the official registration details on CIPC.

Criteria	Points Awarded
Firm / Company Base Office located in the Free State	15
Company not located in the Free State	0

BID DATA

Clause no.	TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE FREE STATE PROVINCE TOR NO: IDT-FSDOE-PM-LP-2025
1	The Employer is Independent Development Trust (IDT) on behalf of the Free State Department of Education (FSDOE)
2	Project Location Langehoven Park Comprehensive School, Langehoven, Bloemfontein
3	Inspections, Tests and Analysis Access shall be provided for inspections, tests and analysis as may be required by the employer.
4	Contract period: The contract period will be based on the signed project execution plan.
5	Central Supplier Database (CSD) on Tax Compliance No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"
6	Opening of Quotation Submissions Terms of references will not be open in public.
7	Evaluation of Tender Offers The bidders will be evaluated on a Specific Goals point scoring and the price as per the IDT 80/20 score card. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of aggregate points where the IDT is managing risk, i.e. where the bidder has underpriced such that, the project may be compromised by such underpricing or in spreading of work to other bidders in case where the highest points scorer has already been awarded work.

Clause no.	<p>TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE FREE STATE PROVINCE</p> <p>TOR NO: IDT-FSDOE-PM-LP-2025</p>
8	<p>Acceptance of TOR Offers</p> <p>TOR offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The bidder is registered on the Central Supplier Database (CSD) with a tax-compliant status. No contract may be awarded to a person or entity whose tax status is non-compliant on the CSD or with the South African Revenue Service (SARS), unless suitable arrangements have been made with SARS and proof thereof is provided. b) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; c) Completed and signed ALL SBD Forms d) the tenderer completed in full, signed and witnessed form of offer; e) the tenderer has submitted a signed fee proposal in the official company's letterhead f) Valid proof of Professional Indemnity Insurance cover g) The Bidder's Professional registration is valid and active.
9	<p>Seek clarification</p> <p>Request clarification of the TOR documents (if necessary) by notifying the employer at least five calendar days before the Closing Date stated in the TOR.</p>
10	<p>The additional conditions of tender are:</p> <p>The employer is not obliged to accept the lowest bidder.</p>
11	<p>Notice to Unsuccessful Bidders</p> <p>Should the bidders not hear from IDT within the tender validity period from the quotation closure day i.e. submission date of the quotation they should consider their submission unsuccessful. No written notification will be issued by the Employer to unsuccessful bidders.</p> <p>Notification of Successful Award.</p>
12	<p>The Contract:</p> <p>The Terms of Reference Document is the contract document for this document and the copy to be submitted to the successful bidder.</p>

3. STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender

- The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

a) **Conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

Communication and employer's agent

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

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

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

Procurement procedures

General

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, **may** be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

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

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

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

Tenderer's obligations

Eligibility

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

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

Cost of tendering

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

Check documents

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

Confidentiality and copyright of documents

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

Reference documents

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

Acknowledge addenda

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

Clarification meeting

There will be no clarification meeting for this TOR.

Seek clarification

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

Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance and to ensure that he or she is adequately covered for the duration of the project.

Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer'.

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

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

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

Alterations to documents

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

Alternative tender offers

Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

Submitting a tender offer

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

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

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

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

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

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

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

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

Information and data to be completed in all respects

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

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

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

Tender offer validity

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

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

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

Clarification of tender offer after submission

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

Note: Clarification of the offer does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

Provide other material

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

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

Inspections, tests and analysis

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

Submit securities, bonds, policies, etc.

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

Check final draft

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

Certificates

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

The employer's undertakings

Respond to requests from the tenderer

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

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

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

Issue Addenda

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

Return late tender offers

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

Non-disclosure

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

Grounds for rejection and disqualification

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

Test for responsiveness

Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

Arithmetical errors, omissions and discrepancies

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

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

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

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

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

Clarification of a tender offer

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

General

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

Acceptance of tender offer

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

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

Prepare contract documents

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

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

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

Complete adjudicator's contract

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

Provide copies of the contracts

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

LIST OF RETURNABLE DOCUMENTS

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission.

Note: All returnable documentation should be submitted in the sequence as requested below

Tick below if returnable document is attached or completed properly.

ITEM	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
6.1	Authority to Sign a Bid Document	
6.2	Proof of Professional Registration and CVs	
6.3	Valid COIDA or FEM or Letter of good standing with the Department of Labour	
6.4	Invitation to Bid (SBD1)	
6.5	Bidder's Disclosure (SBD4)	
6.6	Preference Points Claim Form in terms of the Preferential Procurement (SBD 6.1)	
6.7	Fully Completed Fee Proposal	
6.8	Professional Indemnity	
6.10	Detailed full CIPC certificate or other authentic proof of company ownership documents	
6.11	Proof of Professional Registration	
C.1.1	Fully Completed Form of Offer	
7.1	Full Central Supplier Database (CSD) Report	
7.2	Tax Clearance Pin	
7.3	Certified ID Copies of Directors (certification not older three (6) months from bid closing date)	

Tick if returnable document is attached or completed properly.

***Bidders must to submits digital (soft copies) of the 6.1-1.6.10, C1.1, 7.1-7.3 on a memory stick.**

3.1. AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Ms.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

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

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....

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

..... SIGNATURE SIGNATURE SIGNATURE
--------------------	--------------------	--------------------

..... DATE DATE DATE
---------------	---------------	---------------

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20.....
at..... Mr/Mrs/Ms....., whose
signature appears below, has been authorised to sign all documents in connection with this bid
on behalf of

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME)

IN HIS/HER CAPACITY ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....
Mr/Mrs/Ms....., Mr/Mrs/Ms.....
Mr/Mrs/Ms.....and
Mr/Mrs/Ms.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of: (Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium

on.....20.....

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

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

(Name of Consortium)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNATURE: **DATE:**

3.2. PROOF OF PROFESSIONAL REGISTRATION AND CV'S

Attached hereto is my / our registration certificate with the relevant built environment professional body. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with relevant built environment professional body.

NOTE: The relevant built environment professional body can be contacted or visited on their website for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for your information.

3.3. VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA) REGISTRATION CERTIFICATE.

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

3.4. FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Points are allocated for relevant experience relating to built environment professional services on the New Construction / refurbishment / renovations / upgrade and new construction on brown field projects sites to the value threshold equal or above R50 000 000.00 per projects completed in the past 10 years.

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

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

3.5. EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT A:

Type of Project:

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	5	
Good	4	
Average	3	
Poor	2	
Very Poor	1	
No submission	0	

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

.....

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

*No other form will be accepted

3.6. EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT B:

Type of Project:

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	5	
Good	4	
Average	3	
Poor	2	
Very Poor	1	
No submission	0	

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

.....

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

*No other form will be accepted

3.7. EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT C:

Type of Project:

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	5	
Good	4	
Average	3	
Poor	2	
Very Poor	1	
No submission	0	

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

.....
.....

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

*No other form will be accepted

3.8. EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT D:

Type of Project:

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	5	
Good	4	
Average	3	
Poor	2	
Very Poor	1	
No submission	0	

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

.....

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

*No other form will be accepted

3.9. EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

PROJECT E:

Type of Project:

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	5	
Good	4	
Average	3	
Poor	2	
Very Poor	1	
No submission	0	

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

.....

Employer’s contact person:

Telephone:

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

Employer Signature:

Date:

STAMP

*No other form will be accepted

3.10. SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
BID NUMBER:	IDT-FSDOE-PM-LP-2025		CLOSING DATE:	30 September 2025	CLOSING TIME: 12h00
DESCRIPTION	TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE FREE STATE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT Free State Office					
46 2nd Ave, Westdene,					
Bloemfontein,					
Free State 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Papi Duiker		CONTACT PERSON	Mr. Ephraim Modise	
TELEPHONE NUMBER	051 430 1381		TELEPHONE NUMBER	051 430 1381	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	fstenders@idt.org.za		E-MAIL ADDRESS	fstenders@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

3.11. SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

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

every respect;

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

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

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

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

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

3.12. 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 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 Terms of references, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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:

80/20 or 90/10

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

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 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) In case of more than one member ownership the specific goals points will be allocated proportionally.

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

Source Documents to be submitted with the Bid for claiming of specific goals points.

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

3.13. FEE PROPOSAL

(Attached hereto is the quotation prepared in the service provider's letterhead and in line with the applicable table 4.1 under item 4. The quotation shall be prepared in the manner as indicated on the applicable table 4.1)

3.14. COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

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

4. LIST OF RETURNABLE DOCUMENTS AT THE STAGE OF AWARD

4.1. CENTRAL SUPPLIER DATABASE (CSD) REPORT

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

IMPORTANT NOTES:

A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.

4.2. TAX COMPLIANCE LETTER WITH A UNIQUE PIN

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

IMPORTANT NOTES:

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

4.3. DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

5. CONTRACT DATA

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

C.1.1 FORM OF OFFER

TOR NO.: IDTFS-DOE-PM-LP-2025

Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a professional service provider to carry out; -

TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE FREE STATE PROVINCE

The bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the bidder, deemed to be duly authorized, signing this part of this Form of Offer the bidder offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IN REFERENCE TO THE APPLICABLE TABLE 4.1

R..... (Professional fees + Disbursement fees) + (Discount if Applicable)

.....

..... (In words)

This Offer, with or without additional conditions, may be accepted by the Employer, through the employer's offer of appointment letter, which offer shall only become the appointment upon your acceptance thereof and your compliances with the conditions therein.

Signature(s)

Name(s)

Capacity

For the bidder:

(Insert name and address of organization)

Name & signature of witness Date

C1.1.1 Schedule of Deviations

By the duly authorized representatives signing this offer, the bidder agrees to and accepts the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidders and the employer during the bidding process.

- 1. Subject
 Details

- 2. Subject
 Details

- 3. Subject
 Details

- 4. Subject
 Details

- 5. Subject
 Details

FORM OF OFFER AND ACCEPTANCE

Acceptance

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

The terms of the contract:

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

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

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

Signature: _____ Date: _____

Name: _____ Identity number: _____

Capacity: _____
for the Employer

The Independent
Development Trust
46 2nd Ave, Westdene,
Bloemfontein, 9301
Free State

Name: _____

Signature of witness: _____ Date: _____

C1.2 BID CONTRACT DATA

The Service Provider is advised to read the Professional Services Contract 3rd Edition of CIDB document 1014 contract in order to understand the implications of this Data which is required to be completed.

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

This services contract is based upon the **CIDB Standard Professional Services Contract**, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the **CIDB Standard Professional Services Contract**.

**TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDERS TO
PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF
LANGEHOVEN PARK COMPREHENSIVE SCHOOL ON BEHALF OF DOE IN THE
FREE STATE PROVINCE**

Data Provided by the Employer

Clause	Amendments
Form of Offer and Acceptance Page 22-23	Delete this template and replace it with the Form of Offer contain in the Bid Document under C.1.1 FORM OF OFFER
Schedule of Deviation Page 24	Delete this template and replace it with the Schedule of deviation contain in the Bid Document under C1.1.1
1	<p>DEFINITIONS</p> <p>Delete and replace the following to the Clause 1 “Definitions”:</p> <p>Contract Shall include the latest CIDB Standard Professional Services Contract, Form of Offer, Accepted Proposal, Offer of Appointment, Standard Condition of Bid, Special Condition of Contract, the Scope of Work, the Price Data and any relevant addendum to the Bid Document issued by the employer prior to the closing date of the bid and any document referred to in the above-mentioned documents.</p> <p>Scope of Work Shall be, over and above the services specified in 2 SCOPE OF PROFESSIONAL SERVICES of this document; include assisting and/or providing professional support, at no extra costs to the Employer, for Mediation and/or Arbitration and/or Litigation, where the nature of dispute falls within the scope of work or services of the Service provider in terms of the Main Contract.</p> <p>Add the following definitions under Clause 1 “Definitions”:</p> <p>Base Town List of base towns: Bloemfontein Means the town closest to the project site between the Service provider’s bidding office and the IDT’s regional office managing the project.</p> <p>Confidential Information Means information disclosed by the Disclosing Party that (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and technical knowledge, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party</p>

Clause	Amendments
	<p>disclosing Confidential Information is referred to as the “Disclosing Party” and the Party receiving the Confidential Information is referred to as the “Recipient” or “the Receiving Participant.</p> <p><u>Duration of the Contract:</u> The Period of contract shall be from the start date until the Service Provider has completed all Deliverables in accordance with the Scope of Services.</p> <p>Force Majeure: means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.</p> <p>Signature Date: Means the date of signing this Contract by the last Party</p>
3.7	<p>CONFIDENTIAL INFORMATION</p> <p>Delete and replace Clause 3.7 with the following:</p> <p>3.7.1 From time to time during the duration of this Contract, Confidential Information may be given by one Party to this Contract (“the Disclosing Party”) to the other Party (“the Recipient”).</p> <p>3.7.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Contract.</p> <p>3.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract.</p> <p>3.7.4 Notwithstanding clause 3.7.1 the Receiving Party may disclose Confidential Information:</p> <p>3.7.4.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 3.7 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Contract. The Receiving Party</p>

Clause	Amendments
	<p>shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or</p> <p>3.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 3.7.5 below.</p> <p>3.7.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.</p> <p>3.7.6 The contents and the existence and the scope of this Contract are Confidential Information.</p> <p>3.7.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Contract then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.</p> <p>3.7.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Contractor not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Contract.</p> <p>3.7.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Contract will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party.</p> <p>3.7.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Contract.</p>

Clause	Amendments
	<p>3.7.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.</p> <p>3.7.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause 3.7.2 and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause 3.7.2.</p>
3.8	VARIATIONS
3.8.4	<p>Add clause 3.8.4</p> <p>3.8.4 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
3.8.5	<p>Add clause 3.8.5</p> <p>3.8.5 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
3.12	<p>PENALTY</p> <p>Replace Clause 3.12.1 with the following:</p> <p>3.12.1 If due to his negligence, or for reason within his control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his other remedies under de contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer</p>

Clause	Amendments
	reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.
4	<p>EMPLOYER'S OBLIGATIONS</p> <p>Add sub-clause 4.7, 4.8 and 4.9</p> <p>4.7 The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services)</p> <p>4.8 Notwithstanding the provision of the Construction Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall notify the employer of this kind of deviation or variation as soon as it is practically possible.</p> <p>4.9 Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.</p>
5	SERVICE PROVIDER'S OBLIGATIONS
5.3	<p>Designated Representative</p> <p>Add sub clauses 5.3.1:</p> <p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with relevant Built environment statutory body.</p>
5.4	<p>Insurance to be taken by the Services Provider</p> <p>Add sub clauses 5.4.3 to 5.4.7:</p> <p>5.4.3 Valid proof of Professional Indemnity Insurance cover for minimum of R 5 000 000.00. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment.).</p> <p>5.4.4 In the case of a Consortium or Joint Venture, each member of the Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clause 5.4.3 above.</p>

Clause	Amendments
	<p>5.4.5 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a certificate of insurance.</p> <p>5.4.6 The service provider hereby cedes and assigns his right to claim, under its professional indemnity insurance policy to the IDT for the duration of the Service provider's liability. The cession of rights to the IDT does not preclude the service provider from claiming directly from its insurances.</p> <p>5.4.7 The employer may, at any time during the course of the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.</p>
5.5	<p>Service Provider 's actions requiring Employer's prior approval</p> <p>Add the sub-clause 5.5.1 and 5.5.2</p> <p>5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer.</p> <p>5.5.2 In the case where the Service provider is the Principal Agent or Project Manager, the Service Provider shall only certify the contractor's interim payment certificate after the 'statement of amounts certified' (certification of work) has been reviewed and signed-off by the IDT's designated official (Programme Implementation Manager or Programme Manager).</p>
5.8	<p>Registration with the Central Supplier Database</p> <p>Add clause 5.8</p> <p>5.8 Services providers are required to provide proof of registration with the Central Supplier Database (CSD) from National Treasury. The services providers shall ensure that their registration stays valid in the CSD during the duration of the contract.</p>
8.4	TERMINATION
	FORCE MAJEURE
	Delete sub-clause 8.3.3
8.4.1(c)	Amend default notice period from 30 days to 14 days.
8.4.1(d)	<p>Delete clause 8.4.1(d) and replace it with the following:</p> <p>(d) In the event that either party:-</p> <ul style="list-style-type: none"> i. commits an act of insolvency; or ii. is placed under a provisional or final winding-up or judicial management order; or iii. is placed under or applied for business rescue; or

Clause	Amendments
	<ul style="list-style-type: none"> iv. makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of either party; or v. the Service provider is not professionally registered or changes directorship during the course of the project, resulting in the contravention of any professional statutory requirement; or vi. fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,
8.4.1.(f)	<p>Add clause 8.4.1(f) with the following:</p> <p>(d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.</p>
8.4.2	Amend default notice period from 30 days to 14 days.
8.4.4	<p>Delete clause 8.4.4 and replace it with the following:</p> <p>8.4.4 Upon termination of this contract pursuant to clauses 8.4.1 or 8.4.3, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.</p> <p>In the event the project is cancelled in any of the various stages of, the service provider in terms of the contract will waive the rights to claim any deferment costs.</p>
8.4.6	<p>Add Clause 8.4.6</p> <p>8.4.6 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option –</p> <p>8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or</p> <p>8.4.6.2 to suspend further payments to the Service Provider; or</p> <p>8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.</p>

Clause	Amendments
	<p>8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice</p> <p>8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.</p>
8.4.7	<p>Add Clause 8.4.7</p> <p>8.4.7 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –</p> <ul style="list-style-type: none"> i. it is capable of being remedied, but is not so remedied within the Notice Period; or ii. it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.
8.4.8	<p>Add Clause 8.4.8</p> <p>8.4.8 Should Employer give notice of termination of this Contract in terms of this clause 8.4 then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p>
8.5	<p>SUSPENSION</p> <p>Delete clause 8.5.2 and replace with the following clauses;</p> <p>8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3.</p> <p>8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.</p>
9	<p>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</p> <p>Delete clause 9 and replace with the following:</p> <p>9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client.</p>

Clause	Amendments
	<p>9.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the course of the Service provider's appointment in terms of this Contract will vest in the Employer.</p> <p>9.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.</p>
10	<p>SUCCESSION AND ASSIGNMENT</p> <p>Add the sub-clause 10.6</p> <p>10.6 Neither party shall assign and/or cede its rights and/or obligations without the written consent of the other party, which consent shall not be unreasonable withheld.</p>
12	<p>RESOLUTION OF DISPUTES</p>
12.1	<p>Settlement</p> <p>Delete clause 12.1 and replace it with the following clauses:</p> <p>12.1.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause 12.3 and 12.4 below.</p> <p>12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.</p>
12.2	<p>12.2 Negotiation</p> <p>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</p>

Clause	Amendments
	<p>12.2.1 Should any dispute, disagreement claim arise between the parties (“the dispute”) concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>
12.3	<p>12.3 Mediation Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</p> <p>12.3.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.</p> <p>12.3.2 Prior to litigation in terms of clause 12.1.2 above or submission of dispute to arbitration in accordance with clause 12.4 below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.</p> <p>12.3.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.</p> <p>12.3.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty one (21) days of his appointment.</p> <p>12.3.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.</p> <p>12.3.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and</p>

Clause	Amendments
	payable to the mediator on presentation to them of his written account.
12.4	<p>12.4 ARBITRATION</p> <p>Delete sub-clauses 12.4 and replace it with the following clauses</p> <p>12.5 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause 12.2 above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.</p> <p>12.6 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.</p> <p>12.7 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.</p> <p>12.8 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.</p> <p>12.9 Any arbitration in terms of this clause 12.4 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.</p> <p>12.10 This clause 12 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.</p> <p>12.11 The Parties agree that the written demand by a party to the dispute in terms of clause 12.4.1 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.</p> <p>12.12 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account.</p> <p>12.13 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be</p>

Clause	Amendments
	<p>excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.</p> <p>12.14 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.</p>
13	LIABILITY
13.4	<p>Duration of Liability</p> <p>Delete clause 13.4 and replace it with the following:</p> <p>13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.</p>
13.5	<p>Limit of compensation</p> <p>Delete clause 13.5.1 and replace it with the following:</p> <p>13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.</p>
14	REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER
14.2	<p>Delete second paragraph of 14.2 and replace it with the following:</p> <p>Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within fifteen (15) days from the due date.</p> <p>Add sub-clauses 14.4 to 14.14:</p> <p>14.4 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense.</p> <p>14.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.</p> <p>14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.</p>

Clause	Amendments
	<p>14.8The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.</p> <p>14.9The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the employer.</p> <p>14.10Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.</p> <p>14.11Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.</p> <p>14.12Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.</p> <p>14.13The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.</p> <p>14.14The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p>
A9 – A20	SIGNATURE OF THE PARTIES

Clause	Amendments
	<p>Signed at on this the day of202__</p> <p>AS WITNESSES:</p> <p>1. _____</p> <p style="text-align: right;">_____ For and on behalf of the Employer: (.....), in his/her capacity as the</p> <p>2. _____</p> <p style="text-align: right;">_____ For and on behalf of the Employer: (.....), , in his/her capacity as the</p> <p>Signed at on this the day of202__</p> <p>AS WITNESSES:</p> <p>3. _____</p> <p style="text-align: right;">_____ For and on behalf of the Service provider: (insert name of the signatory _____, in his/her capacity as (insert capacity _____).</p>

C1.3 SPECIAL CONDITIONS OF CONTRACT

This Special Condition of Contract shall form part of the Main Contract between the Employer and the Service provider.

ADDITIONS TO THE MAIN CONTRACT AND THE CONTRACT DATA

C.1.3.1 JOINT VENTURE CONTRACT

- a) Should the Joint Venture Contract be dissolved or any of the JV partner pull out the JV Contract for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.

C.1.3.2 CONTRACT SKILLS DEVELOPMENT GOAL

It will be a condition of contract that:

The professional service provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.