



Glenwood Office Park Cnr. Oberon &
Sprite Streets
Faerie Glen 0043
PO Box 73000, Lynnwood Ridge 0040
Tel : [\(012\) 845 2000](tel:0128452000)
www.idt.org.za

Request for Quotation

RFQ number: IDT-HO-HRS-SBIDT-172023

Description: RENDERING OF HUMAN RESOURCE SERVICES –SALARY BECHMARK

Closing date and time: 26 October 2023 @ 12:00pm

Submission of quotations: All quotations must be hand delivered to

Glenwood Office Park

Cnr. Oberon & Sprite Streets

Faerie Glen

Pretoria

on or before the closing date and time stipulated above. All quotations received after the closing date and time will not be considered.

Compulsory returnable documents that must be submitted with the response for this quotation are the following:

1. National Treasury Central Supplier Database number MAAA_____
2. Name of Company _____
3. Unique SARS Tax Compliance Pin Number (submit valid letter)
4. Duly completed and signed: SDB 4 (**Bidder's Declaration**), attached in this RFQ document.
5. Duly completed and signed: SDB 6.1 (Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022), attached in this RFQ document.

Compulsory returnable document: SDB 6.1

Source Documents to be submitted with the Bid or RFQ

*CIPC Document

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

Board of Trustees: Ms. Zimbini Hill (Interim Chairperson), Ms. Lerato Kumalo (Deputy Chairperson), Prof. Raymond Nkado, Ms. Karabo Siyila, Ms. Prudence Mkhwanazi, Mr. Krishen Sukdev, Adv. Lufuno Nevondwe, Ms. Rehana Parker

Acting Chief Executive Officer: Ms. Tebogo Malaka.

Trust Registration No: IT 669/91



*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)

Non-submission of Source documents will result in the allocation of zero points for specific goals



INDEPENDENT DEVELOPMENT TRUST

TERMS OF REFERENCE THE INDEPENDENT DEVELOPMENT TRUST

BACKGROUND

The IDT is primarily responsible for social infrastructure development in the country, working with and on behalf of the department of public works and infrastructure and other partners

TASK DIRECTIVE

SPECIFICATION

ITEMS	DESCRIPTION OF GOODS	QUANTITY

Enquiries must be submitted via email to: aidan@idt.org.za



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

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.

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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 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

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administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) 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:

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- (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	
TARGETED GROUP		
Women ownership	6	
Youth ownership	6	
People with Disabilities ownership	4	
Black ownership	4	
Total points for price and SPECIFIC GOALS	100	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

SECTION 1: TENDER SPECIFICATION DOCUMENT

be used to determine the applicable preference point system; or

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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 (100%)	6	
Youth (100%)	6	
**People with Disabilities (100%)	4	
Black (100%)	4	

Source Documents to be submitted with the Bid or RFQ

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

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

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

*Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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- ☐ 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 *audit alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE :

ADDRESS

.....
.....

SECTION 1: TENDER SPECIFICATION DOCUMENT

RFQ DOCUMENTS TO BE DELIVERED IN HARD COPY **(ONE ORIGINAL DOCUMENT)**

TO:

INDEPENDENT DEVELOPMENT TRUST (IDT)

GLENWOOD OFFICE PARK

CNR OBERON & SPRITE STREETS

FAERIE GLEN

PRETORIA EAST

Tel: [012] 845 2000

NOTE: No parts of the RFQ document may be removed, nor may sections be modified, except where the tenderer is required to provide information requested in the RFQ document. The Conditions of RFQ, General Conditions of Contract and Special Conditions of Contract may not be modified on the original document. Where alternatives and/or qualifications are proposed they must be set out in a covering letter with a separate document indicating the proposed changes, attached to the RFQ Submission as detailed in Section 2.

SECTION 1: TENDER SPECIFICATION DOCUMENT

Invitation to Tender & Tender Advertisement

You are hereby invited to tender for the rendering of specified human resource interventions as specified hereunder:

RFQ NUMBER:	IDT.....	CLOSING DATE:	26 OCTOBER 2023	CLOSING TIME:	12H00
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- The successful tenderer will be required to sign a SLA.
- Bids should be submitted bound. IDT takes no responsibility for components or pages of unbound bids.
- Tender documents must be sent through email to:
- Tenderers should ensure that tenders are delivered timeously to the correct email address. If the Tender is late, it will not be considered
- All Tenders must be submitted on the official forms – (not to be re-typed).
- This RFQ is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions Of Contract (SCC).

THE FOLLOWING PARTICULARS MUST BE FURNISHED ON THE ENVELOPE COVER
(Failure to do so may result in your tender being disqualified)

RFQ Number:

Rendering of Human Resources Services

Closing date: 26 October 2023

Closing Time: 12h00

Name of Tenderer: _____

Contact person: _____

Contact details: _____

Tender Advertisement:

RFQ NOTICE

RENDERING OF HUMAN RESOURCES MANAGEMENT SERVICES

Reference:

The IDT, registered as The Independent Development Trust is a state-owned entity that reports to Parliament through the Minister of Public Works, the shareholder. The organisation has as its core function, social infrastructure development, which would entail the building of schools, hospitals, courts, correctional facilities, etc.

Quotations are requested from individuals and/or service providers, with experience in human resources management and organisation development to render identified services or perform human resource functions outlined herein for a period of 3 months.

The purpose of the assignment will entail, but not limited to the following:

- Analysis of available human resource data with a view to forecasting the demand and supply of human resources for the IDT. Preliminary work that gives context and guidelines has been done.
- Train employees on performance management at national and various regional offices, there are currently seven regions, some of which may be combined for cost-effectiveness, the training manual is available but may be enhanced where appropriate.
- Review job profiles and conduct job grading using Peromnes
- Develop remuneration and reward strategy for the IDT
- Conduct salary benchmarking with institutions of a similar nature
- Develop a talent management strategy and implementation plan
- Review and improve human resource business processes, HR structural architecture

The terms of reference are available by contacting Mr. Sam Mathikhi by email to the GM-HR Sam.Mathikhi@idt.org.za or phone: 012 845-2199. Completed RFQ documents must be submitted via email to:

Aidan@idt.org.za on or before the 26 October 2023 at 12h00.

- The IDT supply chain management policy will apply.
- IDT does not bind itself to accept the lowest proposal or any other proposal and reserves the right to accept the whole or part of the proposal.
- Proposals which are late, incomplete, unsigned will not be accepted.

SECTION 1: RFQ SPECIFICATIONS

1A: TERMS OF REFERENCE

It is the intention of Independent Development Trust (IDT) to enter into a formal contract with a service provider that will carry out the services described hereunder.

DETAILS

Location: IDT National Office, Faerie Glen, Pretoria

Institution: IDT

Project Name: Rendering of Human Resources Management Functions/Services

IDT

IDT, registered as the Independent Development IDT, is a

INTRODUCTION

IDT invites proposals from suitable individuals and/or organizations to manage its Human Resources function including Labour Relations on a month to month basis. It is expected in our view that the management function will also take into account the potential growth of IDT and the methodology proposed should reflect both initial and on-going activities.

RELEVANCE

Due to the limited staff, it is not viable to create a fulltime Human Resources management function and therefore external assistance is required on a limited basis, covering all aspects of Human Resources. It is therefore our belief that providing a limited management function will contribute to the stability, growth and functionality of staff.

SCOPE OF WORK

The Scope of Work will consider the following key deliverables:

- HR Plan
- Performance management strategy and framework
- Skills audit
- Job grading
- Remuneration and reward strategy for the IDT

SECTION 1: TENDER SPECIFICATION DOCUMENT

- Salary review and benchmarking
- Talent management strategy and implementation plan
- Review Human resource business processes and HR structural architecture

QUOTATIONS FORMAT GUIDELINES

Interested service providers are to provide IDT with a quotation using the following guidelines:

- The quotation should contain approach and methodology and onsite support that will be deployed on a month-to-month basis. The methodology should reflect the magnitude of work up front versus on-going support.
- Quotations should be straightforward, concise and provide 'layman' explanations of technical terms that are used and **not exceed ten pages** excluding a cover letter.
- **Fee Proposal:** provide a not-to-exceed fee proposal for the duration of the contract.

SECTION 1: TENDER SPECIFICATION DOCUMENT

EVALUATION CRITERIA

IDT's evaluation and selection process is based on IDT's procurement policy. Tenders will be evaluated on the basis of experience, expertise and methodology. Tenders that do not meet a technical (quality) assessment of 70% will not be considered further or advance to the financial assessment.

Experience	Evidence	50 points
Recent experience in conducting similar scope, complexity, and magnitude services for other companies	Appointment letters: 3 Letters = 3 points 4 Letters = 7 points 5 to 10 Letters = 10 points	Maximum of 10 points
Demonstrated understanding of HR services	Presentation to the IDT	Maximum of 20 points
Demonstrated experience with the development and implementation of performance management systems	Proof that system/s have been developed and implemented in other organisations	Maximum of 10 points
Proven experience in establishing HR functions within organisations of a similar scope and magnitude	A minimum of 3 references Letters from companies not older than 3 years, less than 3 letters = 5 points	Maximum of 10 points

Expertise		10 points
Degree in relevant discipline such as human resources or social sciences	Degree certificate in the relevant discipline	10 points

Methodology		40 points
Demonstrated understanding of scope of work and contract purpose	Provide methodology on how the projects will be managed	Maximum of 20 points
Relevance of proposal methodology to deliver a successful and insightful result	Submit proposal	Maximum of 10 points
The practicality of the methodology proposed	Relevance of methodology to the ToR	Maximum of 10 points

After written proposals have been reviewed, discussions with prospective bidders may or may not be required. If scheduled, the oral interviews will follow a question/answer format for the purpose of clarifying the intent of any portions of the proposal.

Prior to award, the apparent successful company may be required to enter into discussions with IDT to resolve any contractual matters. Negotiations shall be confidential. These discussions are to be finalised within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second scoring company.

SECTION 1: TENDER SPECIFICATION DOCUMENT

CONFIDENTIALITY

The contents and the findings of the assignment are to be treated as the property of IDT. Information generated in the course of work undertaken will not be made available to any third party without prior permission of the participating stakeholders. However, it is the intent of the IDT that commercially useful information may be disseminated in order to stimulate interest in a project, sector or area.

IDT retains the right to cancel the procurement, if deemed appropriate for whatever reason, without interacting in any discussion with Tenderers.

Should any further information be required, kindly email luckyn@idt.org.za / LindaB@idt.org.za for technical inquiries and aidan@idt.org.za for SCM related inquiries.

1B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

IDT has identified a general set of prerequisites for procurement. Tenders will not be considered should the prerequisites not be met. All Tenderers must submit the information requested below.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all Tenderers and the company composition form must be completed
- b) The Declaration of Interest forms must be completed
- c) The tender document must be completed in all respects in ink
- d) Tenders must be submitted on original tender documents
- e) Tender documents must remain intact and no portion may be detached

For joint ventures only:

- f) A joint venture that is awarded a contract with IDT must be registered as a separate company with the Registrar of Businesses
- g) The joint venture must be registered with South African Revenue Services
- h) A separate bank account must be in place for the joint venture

Clauses (f) to (h) will only be applicable after the awarding of the contract to the successful Tenderer.

Joint Ventures must complete the forms provided in the document "*Joint Venture Disclosure information submission*", issued in Section 3 of this Tender document. The completed forms must be inserted into the tender document after the Joint Venture Declaration.

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Qualified and alternative tenders

- Qualified tenders may be disqualified.
- Tenderers proposing alternative methodologies or technologies may be considered at the discretion of the tender committee.

The Tender of any Tenderer may be rejected if that Tenderer, or any of its directors have, previously or currently:

- abused the IDT's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- wilfully neglected, reneged on or failed to comply with any government or other public sector contract during the past five years; or
- been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, a questionnaire entitled "Declaration of Tenderer's past Supply Chain Management Practices", included in Section 2 must be completed and submitted with the Tender.

1C. GENERAL CONDITIONS OF TENDER

1. Interpretation

- 1.1 The word "Tenderer" in these conditions shall mean and include any sole proprietor, firm of Contractors or any company or body incorporated or unincorporated.
- 1.2 The word "IDT" in these conditions shall mean the Independent Development Trust, trading as IDT.

2. Extent of Tender

- 2.1 This contract is for – Rendering of HRM Services

3. Contract to be Binding

- 3.1 The formal acceptance of this Tender by the IDT will constitute a contract binding on both parties, and the organisation may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. Mode of Tender

- 4.1 All Tenders shall be completed and signed. All forms, annexures, addendums and specifications shall be signed and returned with the Tender document as a whole. The lowest or any Tender will not necessarily be accepted. Bids should be submitted bound. The IDT takes no responsibility for components or pages of unbound bids.
- 4.2 The IDT wishes to deal on a contractual basis with the successful tenderer being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

- 5.1 Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the IDT prior to the submission of a Tender.

SECTION 1: TENDER SPECIFICATION DOCUMENT

6. Insurance Claims, etc.

- 6.1 The Board and IDT shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.
- 6.2 The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Board and the IDT against all risks or claims which may arise.
- 6.3 It may be required from the successful Tenderer to submit proof of insurance or any other valid form of indemnification to IDT for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Tender will be deemed to be a material breach of this contract and will render the contract null and void.

7. Signing of Documents

- 7.1 Tenderers are required to return the complete set of documents duly signed.

8. Modification of RFQ Documents

- 8.1 No parts of the RFQ document may be removed, nor may sections be modified, except where the tenderer is required to provide information requested in the Tender document. The Conditions of Tender, General Conditions of Contract and Special Conditions of Contract may not be modified on the original document. Where alternatives and/or qualifications are proposed they must be set out in a covering letter.

9. Period of Validity for Tenders and Withdrawal of Tender after the Closing Date

- 9.1 All Tenders must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Tender document. Modification of this period will result in disqualification of the Tender.
- 9.2 Should the successful Tenderer:
 - a) Withdraw the Tender during the afore-mentioned period of validity; or
 - b) Advise the IDT of his / her / their inability to fulfil the contract; or
 - c) Fail or refuse to fulfil the contract; or
 - a) The difference between the original accepted Tender price (inclusive of escalation) and:
 - i. A less favourable (for the IDT) Tender price (inclusive of escalation) accepted as an alternative by the IDT from the Tenders originally submitted; or
 - ii. A new Tender price (inclusive of escalation).

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10. Value Added Tax

- 10.1 In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.
- 10.2 VAT must be included in the Tender price, but must be shown separately.

11. Price Escalation

- 11.1 No claim in respect of any price escalation will be considered by the IDT unless it is specifically stated in the Price Quotation Form that the Tender is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Tender prices. It is the responsibility of the Tenderer to inform the IDT of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims against the IDT.

12. Authority to Sign Tender Documents

- 12.1 In the case of a Tender being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the IDT at the time of submission of the Tender that the Tender has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

13. Award & Duration of the Tender

- 13.1 It is anticipated that the Tender will be awarded in June 2022, for commencement of work during the same month.

14. Delivery Periods

- 14.1 Delivery periods, where agreed, must be adhered to. Notwithstanding the termination date of the assignment the Tenderer will be required to submit progress reports to the IDT; the form, frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Tender.

15. Statements of Availability

- 15.1 The Tenderer is required to include in the Tender Statements of Availability for each member of personnel. This statement must be signed by each person as proof that s/he will be available for the project during the contract period. If staff members included in the tender are not available for the contract in accordance with these signed Statements of Availability, then the client reserves the right to cancel the award and appoint an alternative contractor. The client may request the Tenderer to submit alternative CVs of similar expertise and quality for consideration. Once approved by the client these experts will be required to sign Statements of Availability. A proforma Statement of Availability is attached in Section 2.

16. Limited Availability of Skills

- 16.1 The IDT acknowledges that there is a limited availability of certain skills which may have to be subcontracted to third parties and that said third parties may be used by more than one tenderer. This process can undermine the independence and competitiveness of bids. In order to allow companies to submit bids that require skills with limited availability, the following should be submitted:
- 16.1.1 A motivation as to why the company / subcontractor is classed as providing skills with limited availability.
 - 16.1.2 A declaration signed by the lead partner and the contractor providing skills with limited availability declaring that the subcontractor was not involved in the tender submission except to the extent that it affects the cost of the subcontracted work and their company profile.

1D. METHODOLOGY TO SCORING AND POINTS DETERMINATION

1. General Definitions

- 1.1 **"Acceptable Tender"** means any Tender which, in all respects, complies with the specifications and conditions of Tender as set out in the Tender document.
- 1.2 **"Tender"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 1.3 **"Comparative price"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.5 **"Contract"** means the agreement that results from the acceptance of a Tender by an organ of state.
- 1.6 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Policy Framework Act of 2000.
- 1.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.8 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.9 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
 - (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) ("the interim Constitution"); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

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- 1.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.13 **"Person"** includes reference to a juristic person.
- 1.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of Tender invitations and includes all applicable taxes and excise duties.
- 1.15 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 1.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. General Conditions

- 2.1 The following preference point systems are applicable to all Tenders:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 including VAT;
 - the 90/10 system for requirements with a Rand value above R500,000 including VAT.
- 2.2 If the tender amount is less than <R50 000 000 million including VAT, the 80/20 principle will apply
- 2.3 If the tender amount exceeds >R50 000 000 million including VAT the 90/10 principle will apply
- 2.4 The Tenderer obtaining the highest number of points will be awarded the contract, unless objective criteria justify the award to another tenderer.
- 2.5 Points scored will be rounded off to 2 decimal places.
- 2.6 Preference points shall be calculated after prices have been brought to a comparative basis.
- 2.7 In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest number of points for B-BBEE.

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3. Points Determination

3.1 Points for this Tender shall be awarded for:

- Price; and
- Specific contract participation goals, as specified in the attached forms.
- This tender is anticipated to be < R500,000 and the 80:20 principle will apply.

3.1.1 All the necessary documentation must be submitted for the evaluation panel to make an informed evaluation. Evaluation of the functional requirements will be based on the information provided by the Tenderer.

- Experience - The experience annexure in Section 2H must be completed. Only list projects of a similar nature undertaken.
- Expertise – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
- Methodology – Tenderers must submit a complete and detailed methodology, including timelines in their Tender Submission document Section 2J.

3.1.2 The score allocated functionality / technical (quality) assessment will not be carried forward to the overall points score.

3.1.3 Tenders that do not meet the minimum functionality / technical (quality) assessment of 70% will not be considered further or advance to the overall points scoring.

3.2 Price points for tenders are allocated on either the 80/20 or 90/10 price system:

80/20 price points system

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

$$Ps = 80 \left[1 - \frac{(Pt - Pmin)}{Pmin} \right]$$

Where

- Ps = Points scored for price of bid
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid

Remuneration and contract value

- 1.1 In consideration for performing the services, the IDT shall pay to the consultant the fees and charges set out in the Contract. No escalation will be paid on rates in this contract.
- 1.2 All payments shall be made without set-off or deduction, to the consultant at its bank account, as detailed in the *[insert appendix]*.

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1.3 The value of this contract shall not exceed R 1000 000 million including VAT.

1.4 Invoices shall be submitted on a monthly basis.

2. Reporting

2.1 The Consultant shall submit progress reports as specified in the project plan or agreed in writing from time to time.

2.2 The consultant shall submit records of agreements reached in meetings held between the client and the consultant.

2.3 Project reports, where required in the Project Plan, shall be submitted to the client in accordance with the agreed schedule of performance for the task.

3. Domicilium

3.1 The consultant chooses domicilium citandi et executandi for all purposes under this agreement, including the giving of notice and the acceptance of legal documents at the address stated on the cover page of this contract document, respectively.

3.2 The IDT chooses domicilium citandi et executandi to which notices may be given, and at which documents in legal proceedings may be served, in connection with this agreement, at the address shown on the cover page of this contract document.

3.3 Notices given to the above addresses shall be deemed to have been duly given:

3.3.1 7 days after posting, if posted by registered post to the party's postal address;

3.3.2 on delivery, if delivered to the party's physical address;

3.3.3 on despatch, if sent to the party's then fax number or e-mail address.

3.4 A party may change that party's address for this purpose, by notice in writing to the other party, provided that the new addresses include a physical address within the Republic of South Africa.

4. Mediation and Arbitration

4.1 Should mediation or arbitration be required, the mediator / arbitrator will be required to have knowledge and experience of Human Resource Management.

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5. Signatories

Thus executed and signed in Faerie Glen on this _____ day of _____ 2022

GM: HR

For: IDT

AS WITNESSES:

1. _____

2. _____

Thus executed and signed at Faerie Glen on this _____ day of _____ 2022

[Insert name of signatory]

For: *[insert consultant / company name]*

AS WITNESSES:

1. _____

2. _____

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GENERAL CONDITIONS OF CONTRACT APPLICABLE TO CONTRACTS OF THE AMATHOLE ECONOMIC DEVELOPMENT IDT (PTY) LTD

1. Interpretation, definitions and preliminary

1.1 The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears:

1.1.1 words importing:

1.1.1.1 any one gender include the other two genders;

1.1.1.2 the singular includes the plural and vice versa; and

1.1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.1.2.1 **"Agreement or contract"** means the written agreement entered into between the client and the consultant/contractor, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.2.2 **"Day"** means calendar day.

1.1.2.3 **"Client"** means The Independent Development IDT (Pty) Ltd, trading as IDT.

1.1.2.4 **"Confidential information"** - means all written technical or commercial information disclosed or otherwise made available by the client to the contractor/consultant before or during the implementation of this agreement, excluding information in the public domain otherwise than as a result of a breach of this agreement, or information independently developed by the contractor/consultant without reference to information provided by the client.

1.1.2.5 **"Project plan"** means the document setting out the scope, methodology, period, resources and expected cost of the project.

1.1.2.6 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.1.2.7 **"Contract price"** means the price payable to the contractor/consultant under the contract for the full and proper performance of his contractual obligations.

1.1.2.8 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement

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process or in contract execution.

1.1.2.9 **"Force majeure"** means an event beyond the control of the contractor/consultant and not involving the contractor/consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.1.2.10 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.1.2.11 **"GCC"** means the General Conditions of Contract.

1.1.2.12 **"Joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.1.2.13 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.1.2.14 **"Project site,"** where applicable, means the place indicated in bidding documents.

1.1.2.15 **"Republic"** means the Republic of South Africa.

1.1.2.16 **"SARS"** means South African Revenue Service.

1.1.2.17 **"SCC"** means the Special Conditions of Contract.

1.1.2.18 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

1.1.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.1.4 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.1.5 expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building

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and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the client's website.
- 3.3 This agreement contains all the express provisions agreed on by the parties with regards to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.
- 3.4 A party may not rely on any representation or warranty which allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement.
- 3.5 No agreement varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 3.6 The grant of any indulgence by party under this agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.
- 3.7 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 3.8 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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5. Confidentiality

- 5.1 The contractor/consultant accepts that in the provision of these services they will have access to and become possessed of confidential information;
- 5.2 The contractor/consultant shall not, without the client's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the client in connection therewith, to any person other than a person employed by the contractor/consultant in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only insofar as may be necessary for purposes of such performance.
- 5.3 The contractor/consultant shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.4 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the client and shall be returned (all copies) to the client on completion of the contractor/consultant's performance under the contract if so required by the client.
- 5.5 The contractor/consultant shall permit the client to inspect the contractor/consultant's records relating to the performance of the contractor/consultant and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

- 6.1 The contractor/consultant shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the client.
- 6.2 When a contractor/consultant develops documentation/projects for the client or entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the client or I entity.

7. Intellectual property

- 7.1 Information accessed reports and designs prepared, and all other outputs of the contractor/consultant under this contract:
 - 7.1.1 remain the property of the client and the contractor/consultant and may be placed in the public domain or used for further business activities by the client;
 - 7.1.2 may, notwithstanding the provisions of clause 5, be used by the contractor/consultant in the course of his own business activities, subject to the provision that the source of the information will be acknowledged.

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7.2 The contractor/consultant shall not, without the prior written consent of the client:

7.2.1 copy any report or document produced in terms of this agreement or allow others to copy the same, otherwise than as may be required for the furtherance of the tasks covered by the contract;

7.2.2 adapt or modify, or attempt to adapt or modify, the report after final acceptance thereof by the client;

7.2.3 sell any report.

8. Exclusion of liability

8.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

8.1.1 the contractor/consultant shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor/consultant to pay penalties and / or damages to the client; and

8.1.2 the aggregate liability of the contractor/consultant to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

9. Performance security

9.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the client the performance security of the amount specified in the SCC.

9.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the contractor/consultant's failure to complete his obligations under the contract.

9.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

9.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

9.3.2 a cashier's or certified cheque.

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- 9.4 The performance security will be discharged by the client and returned to the contractor/consultant not later than thirty (30) days following the date of completion of the contractor/consultant's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

10. Prices

- 10.1 Prices charged by the contractor/consultant for goods delivered and services performed under the contract shall not vary from the prices quoted by the contractor/consultant in his bid, with the exception of any price adjustments authorized or in the client's request for bid validity extension, as the case may be.
- 10.2 Disbursements will be recovered at cost up to the maximum value specified under the contract, on submission of supporting documentation, unless otherwise agreed for specific circumstances.

11. Increase/decrease of quantities

- 11.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

12. Contract amendments

- 12.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

13. Personnel and sub-contractors

- 13.1 Unless agreed to in writing or otherwise expressly provided for in this agreement, the contractor/consultant may not sub-contract to third parties, any or all of its obligations under this agreement, provided that where so permitted to sub-contract, the contractor/consultant shall nevertheless remain liable for the performance of all their obligations so sub-contracted and the failure of any third party to perform its obligations under sub-contract shall not exclude the contractor/consultant from performing any of their obligations under this agreement.

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- 13.2 The contractor/consultant shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification or not, in the original bid or later, shall not relieve the contractor/consultant from any liability or obligation under the contract.

14. Force majeure

- 14.1 The contractor/consultant shall not be liable for any loss suffered by the client arising out of delay in or prevention of performance of the obligations herein due to any cause, the adverse effects of which the contractor/consultant could not and cannot reasonably and practically avoid in the ordinary conduct of business.
- 14.2 Should there be any delay in the rendering of the services, the contractor/consultant undertakes to notify the client in writing of such delay.
- 14.3 If the contractor/consultant's performance is prevented by such any cause, whether attributable to the client or not, the parties shall:
- 14.3.1 if the obligation or obligations of which performances is prevented are not material, make such financial adjustments between them as may be equitable;
- 14.3.2 if the obligation or obligations of which performances is prevented are material, endeavour in good faith to agree on an alternative basis for achieving the object of this agreement. If agreement on an alternative basis is not reached, this agreement shall terminate and;
- 14.3.3 agree that either party may retain the other's performance to the extent that performance has taken place.
- 14.4 If a party does not elect to retain the other's performance, the other party may nevertheless require that party to retain the performance, unless to do so would be inequitable in these circumstances.
- 14.5 If a party is required to retain the other's performance the parties shall make such financial adjustment between them as may be equitable.

15. Performance

- 15.1 Performance of services shall be undertaken by the contractor/consultant in accordance with the approved Project Plan. Failure to perform in accordance with the approved project plan shall be breach of contract.
- 15.2 If at any time during performance of the contract, the contractor/consultant or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the contractor/consultant shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after

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receipt of the contractor/consultant's notice, the client shall evaluate the situation and may at his discretion extend the contractor/consultant's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

16. Default

16.1 The client, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor/consultant, may terminate this contract in whole or in part:

16.1.1 if the contractor/consultant fails to perform the contracted services within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 15.2;

16.1.2 if the contractor/consultant fails to perform any other obligation(s) under the contract; or

16.1.3 if the contractor/consultant, in the judgement of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

16.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the contractor/consultant shall be liable to the client for any excess costs for such similar goods, works or services. However, the contractor/consultant shall continue performance of the contract to the extent not terminated.

16.3 A party shall be in default if that party breaches any other provision of this agreement and fails to remedy the breach within 7 days of written notice to do so, provided that:

16.3.1 if the breach can reasonably be remedied within a shorter period, the party giving the notice may specify that shorter period in the notice and the party in default shall remedy the breach within that period;

16.3.2 if the breach cannot be reasonably remedied within 7 days, the party in default shall be entitled to an extension, not exceeding a further 10 days, to remedy the breach on condition that the party in default presents evidence to reasonable satisfaction of the other party within the 10 days that effective steps to remedy the breach has been initiated, and continues to provide such evidence on an ongoing basis that steps are being expeditiously pursued.

16.4 Subject to the GCC Clause 18, if the contractor/consultant fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, be entitled to:

SECTION 1: TENDER SPECIFICATION DOCUMENT

16.4.1 deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

16.4.2 terminate the contract pursuant to GCC Clause 15.

16.4.3 retain any monies due to the contractor/consultant in default or claim damages or pending a resolution of the issue in default.

17. Termination for Insolvency

17.1 The client may at any time terminate the contract by giving written notice to the contractor/consultant if the contractor/consultant becomes bankrupt or otherwise insolvent, or is placed in liquidation or under judicial management. In this event, termination will be without compensation to the contractor/consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client. This clause shall be applicable whether the insolvency, bankruptcy, judicial management or liquidation is provisional or final, voluntary or compulsory.

17.2 Clause 17.1 applies, mutatis mutandis, to the deregistration of the contractor.

18. Settlement of Disputes

18.1 If any dispute or difference of any kind whatsoever arises between the client and the contractor/consultant in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

18.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the contractor/consultant may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

18.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation; provided that such arbitrator has a background appropriate to the nature of the contract, as specified in the Special Conditions of Contract.

18.4 Notwithstanding any reference to mediation and / or arbitration proceedings herein:

18.4.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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18.4.2 the client shall pay the contractor/consultant any monies due to the contractor/consultant for goods delivered and / or services rendered according to the prescripts of the contract.

19. Notices

19.1 Every written acceptance of a bid shall be posted to the contractor/consultant concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

19.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

19.3 Notices given to the above addresses shall be deemed to have been duly given:

19.3.1 7 days after posting, if posted by registered post to the party's postal address;

19.3.2 on delivery, if delivered to the party's physical address;

19.3.3 on despatch, if sent to the party's then fax number or e-mail address.

19.4 A party may change that party's address for this purpose, by notice in writing to the other party, provided that the new addresses include a physical address within the Republic of South Africa.

20. Cession, delegation and assignment

20.1 The contractor/consultant shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

21. Costs

21.1 Any costs, including attorney and own client costs and value added tax, incurred by a party arising out of a breach by the other party shall be borne by the party in breach.

22. Taxes and duties

22.1 A foreign contractor/consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

22.2 A local contractor/consultant shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the client.

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- 22.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

23. Signatories

Thus executed and signed at EAST LONDON on this _____ day of _____ 2010

Chief Executive Officer
For: The Independent Development Trust (IDT)

AS WITNESSES:

1. _____

2. _____

Thus executed and signed at on this _____ day of _____
2022

[Insert name of signatory]
For: *[insert consultant / company name]*

AS WITNESSES:

1. _____

2. _____

SECTION 2: RFQ SUBMISSION

INFORMATION TO BE SUBMITTED BY TENDERER

TENDER NO: IDT/HR/SERVICES/072022

Closing Date: 18 June 2022 Closing Time: 11h00

TENDER FOR:

Human Resources Management Function

Tender to be delivered to IDT:

Tenderers Details

Name of Tenderer	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
Contact person	
Signature of Tenderer	
Date	
Total Bid Price including VAT	

SECTION 2: RFQ SUBMISSION DOCUMENT

2A. COMPANY DETAILS

The following company details form must be completed to ensure that the prerequisite requirements to Tendering are met.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

2B. CURRICULA VITAE OF EXPERTS

1.

Curriculum Vitae(s) must be included into the tender document at this point, for each expert from the company who will be allocated to the project team.
2. Experts must provide information on expertise and experience. The information should be presented in summarized format and in a manner that highlights the alignment of the expert's skills with the areas of expertise required. Minimum information for the CV is shown below.

Summary Details:

- Expert name
- Area of expertise
- Short summary (maximum one page) of pertinent career highlights related to the area of expertise (note: this is the space where the expert can market her/his particular approach and the benefits s/he can offer to the IDT).

Qualifications:

- Training courses related to the area of expertise
- Number of years postgraduate experience
- Number of years in specialist / expert field
- Registration with professional bodies
- Membership of industry bodies

Experience:

- General experience related to the area of expertise
- Highlight of specific experience; please indicate:
 - Project name, locality, duration and client
 - Project description (brief)
 - Areas of innovation in the project
 - Particular challenges that had to be addressed in the project
 - Role played by expert

SECTION 2: RFQ SUBMISSION DOCUMENT

2C. STATEMENT OF AVAILABILITY

Form to be replicated by each person involved in the project

RFQ for contract....., HR Services

Name	
Current position of the person and employer's name	

Statement of Availability

I confirm that I am aware of the contents of the RFQ for contract IDT/HO/HRM/-18072022 submitted by *[insert name of Applicant Organisation]*: _____

I further confirm that I will participate in this contract in the role of *[insert role]* : _____

_____ In the event of award of contract to *[insert name of Applicant Organisation]* _____ which has presented me as a candidate for the above project whose title is mentioned above, I, *[insert name]* _____ confirm my availability to provide services for the above-mentioned project for the year 2010-11 on a month to month basis, according to the planned programme of activities and within reasonable response times. I confirm that I will be available from *[date]* _____ for a briefing session, and the activity / task.

Response times:

Telephonic consultation:	_____ days
Meetings (attend):	_____ days
Preparation and making of presentations:	_____ days
Tasks of less than five days:	to undertake within _____ days
Tasks exceeding five days:	to commence within _____ weeks

.....
Signature of Person

.....
Date

SECTION 2: RFQ SUBMISSION DOCUMENT

Committing Availability

2D. LIMITED AVAILABILITY OF SKILLS (IF APPLICABLE)

IDT acknowledges that certain skills may be of limited availability and may have to be subcontracted to third parties and that said third parties may be used by more than one tenderer. This process can undermine the independence and competitiveness of bids. In order to allow companies to submit bids that require skills with limited availability, the following should be submitted:

1. A motivation as to why the company / subcontractor is classed as providing skills with limited availability.
2. A declaration signed by the lead partner and the company / sub-contractor.

DECLARATION FOR SKILLS WITH LIMITED AVAILABILITY

I as lead partner in this tender submission, declare that the information provided is true and correct. For the purposes of this tender submission is designated as a subcontractor providing skills with limited availability and was not involved in the tender submission except to the extent that it affected the cost of the subcontracted work and their company profile. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature of Lead Partner

Date

Position of Declarer

Name of Declarer

Signature of Subcontractor

Date

Position of Declarer

Name of Declarer

Should the Tenderer have, in the opinion of the IDT, acted fraudulently, illegally, in bad faith or in any improper manner, misrepresented itself with regard to the Tender, then the IDT may, in its sole discretion:

- * Ignore said Tender without advising the Tenderer thereof;
- * Cancel the contract without prejudice to any legal rights the IDT may have.

SECTION 2: RFQ SUBMISSION DOCUMENT

2E. PRICE QUOTATION FORM

SCHEDULE B: PRICE QUOTATION

Please indicate pricing on a **monthly basis**.

Clearly indicate if rates charged are standard for each month or vary for different months (depending on inputs) and also indicate any initial up-front costs to be recovered at contract commencement.

Team Member	Hourly rate (ex VAT)	Total (ex VAT)
Consultant - Diploma in HR		
Senior Consultant – Bachelor’s or Higher Degree In HR		
Director or Lead Partner – Masters in HR or MBA		
SUB-TOTAL (ex VAT)		
VAT		
TOTAL (Inc VAT) PER MONTH		

DELIVERY BASIS:

Is the rate (inclusive of VAT) firm? YES / NO

Is the price subject to escalation? YES / NO

Rate of escalation: _____

Discount offered (conditional/unconditional): _____

Signature of Tenderer:	
Name of Tenderer:	
Date:	
Capacity Under Which This Tender is Signed:	

--

SECTION 2: RFQ SUBMISSION DOCUMENT

Should the Tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the IDT and such Tenderer.

SECTION 2: RFQ SUBMISSION DOCUMENT

20. TENDER CHECK LIST

All IDT tender documents will utilise this tender check list to assess compliance. Tenderers should check the following points before the submission of their Tender:

THE FOLLOWING ITEMS MUST BE INCLUDED IN THE TENDER SUBMISSION.
Failure to include these items will result in the tender being rejected

Item	Yes / No
Company details form completed	
Bidder's Declaration (SBD 4)	
Statement of availability completed and signed	
Price Quotation form completed in section 2E (a separate attachment will make the bid non-compliant)	
Tender declaration signed	
JV forms completed (if applicable)	
Bid on original bid form	

SECTION 2: RFQ SUBMISSION DOCUMENT

THE FOLLOWING ITEMS SHOULD BE INCLUDED IN THE RFQ SUBMISSION, BUT DO NOT MAKE THE RFQ NON-COMPLIANT

Location	Item	Yes / No
2.H.	Experience annexure completed **	
2.I.	Curriculum Vitae supplied (if applicable) **	
2.O.	RFQ check list complete	
3.B.	Joint venture agreement (if applicable) *	
Cover	RFQ details completed & signed on invitation to bid	

Notes:

* A Tax Compliance Pin, proof of company registration and joint venture agreement (if applicable) must be obtained prior to any contract being awarded

** If these items are not complete, the RFQ is still compliant

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

3A. GENERAL

1. Where this tender is submitted by a Joint Venture, the following pages forming Section 3 "Joint Venture Disclosure information submission", must be completed in full and submitted with the tender.
2. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
3. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - 3.1 the contributions of capital and equipment
 - 3.2 work items to be performed by the Affirmable Joint Venture Partner's own forces
 - 3.3 work items to be performed under the supervision of the Affirmable Joint Venture Partner.
4. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
5. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
6. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
7. A joint venture that is awarded a contract with IDT must be registered as a separate company with the Registrar of Businesses.
8. The joint venture must be registered with South African Revenue Services.
9. A separate bank account must be in place for the joint venture.

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

3B. JOINT VENTURE DECLARATION

Where this tender is submitted by a Joint Venture, the following forms must be completed in full and submitted along with Section 2 of the tender submission.

This RFQ is submitted as a Joint Venture between: *(supply company / individual names)*

.....

.....

.....

.....

.....

.....

Contact person for Joint Venture:

.....

.....

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

1. JOINT VENTURE PARTICULARS

- 1.1 Name
- 1.2 Postal address
-
- 1.3 Physical address
-
- 1.4 Telephone
- 1.5 Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1 Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax

Contact person for matters pertaining to
Joint Venture Participation Goal requirements:

- 2.2 Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax

Contact person for matters pertaining to
Joint Venture Participation Goal requirements:

(Continue as required for further non-Affirmable Joint Venture Partners)

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

3. OWNERSHIP OF THE JOINT VENTURE

3.1 Affirmable Joint Venture Partner ownership percentage(s)%

3.2 Non-Affirmable Joint Venture Partner ownership percentage(s)%

3.3 Affirmable Joint Venture Partner percentages in respect of:

3.3.1 Profit and loss sharing.....

3.3.2 Initial capital contribution in Rand
.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

3.3.3 Anticipated on-going capital contributions in Rand
.....
.....
.....

3.3.4 Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
.....
.....
.....

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

4. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

5. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

5.1 Joint Venture cheque signing

.....

.....

.....

5.2 Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

5.3 Signing, co-signing and/or collateralising of loans

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.....

5.4 Acquisition of lines of credit

.....

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.....

5.5 Acquisition of performance bonds

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5.6 Negotiating and signing labour agreements

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.....

6. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person)

6.1 Supervision of field operations

.....

6.2 Major purchasing

.....

6.3 Estimating

.....

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

6.4 Technical management

.....

7. MANAGEMENT AND CONTROL OF JOINT VENTURE

7.1 Identify the “managing partner”, if any,

.....

.....

.....

.....

7.2 What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

7.3 Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

(* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

8. PERSONNEL

8.1 Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

8.1.1 Number currently employed by Affirmable Joint Venture Partners

.....

8.1.2 Number currently employed by the Joint Venture

.....

8.2 Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

8.3 Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

8.4 Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

9. CONTROL AND STRUCTURE OF THE JOINT VENTURE

9.1 Briefly describe the manner in which the Joint Venture is structured and controlled.

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.....

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:

Duly authorised to
sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to
sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to
sign on behalf of:

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to
sign on behalf of:

Name:

Address:

Telephone:

Date:

(Continue as necessary)

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

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 every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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,

SECTION 3: JOINT VENTURE DISCLOSURE INFORMATION SUBMISSION

including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder