

INDEPENDENT DEVELOPMENT TRUST



Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of:

Discipline/Profession Clusters	Reference Number	TICK
OHS Agent for Rivoni School for the Blind	LDOE/OHSRIV/2021/2	
OHS Agent for Nthabiseng Special School	LDOE/OHSNTH/2021/2	
OHS Agent for Mhinga Special School	LDOE/OHSMHI/2021/2	
OHS Agent for Asiphumele Special School	LDOE/OHSASI/2021/2	
OHS Agent for Pfunanani Special School	LDOE/OHSPFU/2021/2	
OHS Agents Cluster 1	LDOE/OHSCL1/2021/2	
OHS Agents Cluster 2	LDOE/OHSCL2/2021/2	
OHS Agents Cluster 3	LDOE/OHSCL3/2021/2	
OHS Agents Cluster 4	LDOE/OHSCL4/2021/2	
OHS Agents Cluster 5	LDOE/OHSCL5/2021/2	
OHS Agents Cluster 6	LDOE/OHSCL6/2021/2	
OHS Agents Cluster 7	LDOE/OHSCL7/2021/2	
OHS Agents Cluster 8	LDOE/OHSCL8/2021/2	
OHS Agents Cluster 9	LDOE/OHSCL9/2021/2	
OHS Agents Cluster 10	LDOE/OHSCL10/2021/2	

Tender No: LDOE/OHS/2021/2

Name of company :.....

CSD Registration no :.....

Profession/Discipline (e.g. OHS CONSULTANT.):.....

Registered Director/Owner & Pr No:.....

Council SACPCMP :.....

Closing Date : 09 December 2021

Issued By:

The Independent Development Trust
22 Hans van Rensburg Street
Polokwane 0700
PO Box 55386, Polokwane, 0700
Tel: (015) 295-0000 – Fax: (015) 295-6559
Website: www.idt.org.za

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Part T1: Bidding procedures



Independent Development Trust

BID NO.: LDOE/OHS/2021/2

T1.1 BID NOTICE / REQUEST FOR PROPOSALS

Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of

.....

The Independent Development Trust (IDT) invites Proposals for the provision of Normal Professional Services and specialist in the following discipline: OHS Agents /Managers as further fully described in C3 Scope of Services hereof.

Only service providers who are professionally registered as OHS Agent / Managers and submitted proof of registration with SACPCMP are eligible to submit bids.

Bid documents/RFP is free and downloadable from the IDT website.

Discipline/Profession	Reference Number
OHS Agents / Managers	LDOE/OHS/2021/2

Closing Date and Timetable

Discipline/Profession	Date	Time
OHS Agents	9 December 2021	11H00

The request for bids and terms of reference/ tender document will be available from the IDT website from the 8 November 2021, 11h00.

The bid closes as per the above table. Bids must be submitted and deposited in the Tender Box at the Limpopo IDT Regional Office, 22 Hans Van Rensburg Street, Polokwane No Late Tenders will be considered.

All Queries must be in **writing only** and may be addressed to, Mohapi Sheea @ mohapis@idt.org.za or Dineo Lekoloane @ dineol@idt.org.za or Mamikie Mashele @ Mamikiem@idt.org.za. No queries submitted after the 3rd December 2021 at 13h00 will be entertained.

Compulsory Briefing Meeting:

Compulsory Briefing Session will take place on **19 November 2021** at IDT Limpopo Offices at 22 Hans Van Rensburg Street; Polokwane .

The closing date for receipt of Bids is the **9th December 2021 as per time slots indicated on the table above.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Bids **WILL NOT** be accepted. Bids must only be submitted on the original documentation that is issued by IDT.

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

Disclaimer – The IDT reserves the right not to appoint a service provider or the lowest bidder and is also not obliged to provide reasons for the rejection of any proposal.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID					
BID NUMBER:	LDOE/OHS/2021/2	CLOSING DATE:	9 December 2021	CLOSING TIME:	11:00
DESCRIPTION	Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Limpopo IDT Regional Office					
22 Hans Van Rensburg Street					
Polokwane					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mamikie Mashele	CONTACT PERSON	Mohapi Sheea		
TELEPHONE NUMBER	015 295 0000	TELEPHONE NUMBER	015 295 0000		
FACSIMILE NUMBER	015 295 6559	FACSIMILE NUMBER	015 295 6559		
E-MAIL ADDRESS	mamikiem@idt.org.za	E-MAIL ADDRESS	mohapis@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	☐ YES ☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	☐ YES ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	☐ YES ☐

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, 2017, 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 SERVICE LEVEL AGREEMENT WITH THE IDT**

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.....

CONTACT DETAILS

All bidders must furnish the following particulars and include it in their submission

Name of bidder:				
Trading Name				
VAT registration number				
Tax Clearance Certificate submitted				
	YES / NO			
Postal address:				
Street address:				
Contact Person				
Telephone number:	Code		Number	
Cellular number:				
Facsimile number:	Code		Number	
e-Mail address:				

T1.2 BID DATA

T1.2.1 Background

IDT is a Schedule 2 Public Entity governed by the PFMA and other applicable legislative frameworks as well as its Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

The mandate of the IDT is to support and add value to the development agenda of government as indicated in the mission statement; ("The IDT, together with strategic partners, will enable poor communities to access resources, recognize and unlock their own potential and continuously improve their quality of life"). In pursuit of this mandate, the IDT primarily operates as a strategic partner in the management, integration and implementation of certain government development programmes.

The IDT has representation in all provinces and is organized on the basis of regional offices. These offices have the authority to go out on bid for goods and services, do an evaluation of proposals received and make recommendations to the national office (in Tshwane) for final approval and appointment.

Copy of IDT's last Annual Report is available on request. Additional information with regards to the structure and functional activities of IDT can be obtained from IDT website (www.idt.org.za).

T1.2.2 Bid Details

Bid Data (including special conditions of Bid)

The Standard Conditions of Bid make several references to the Bid Data for details that apply

Specifically, to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
F.1.1	The employer is Independent Development Trust
F.1.2	The Bid Documents issued by the Employer comprise the following documents: Volume 1 - THE BID Part T1: Bidding procedures T1.1 - Bid notice and invitation to bid T1.2 - Bid data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules Volume 2 - THE CONTRACT Part C1: Contracts and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing instructions Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
F.1.4	The employer's agent is : Name: Dineo Mokobane Address: Limpopo IDT Regional Office, 22 Hans Van Rensburg Street, Polokwane Email: dineol@idt.org.za
F.2.1	Bid offers will only be accepted if the bidder comply with mandatory requirements:

F.2.7	There will be Compulsory briefing. meeting
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original
F.2.13.5 F.2.15.1	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are: Location of bid box: Limpopo Independent Development Trust Office Physical address: Limpopo IDT Regional Office, 22 Hans Van Rensburg Street, Polokwane Identification details: Bid reference number: BID No. LDOE/OHS/2021/2 Title of Bid: Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of Closing date: 9 December 2021 Closing time of the bid: 11H00
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers WILL NOT be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	Bids will not be opened in public
F.3.11.3	The procedure for the evaluation of responsive bids is Method 2 of the PPPFA, please refer to T.2.3 for details: 80/20 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000
F.3.11.5	Quality / functionality / technical evaluation will be applicable please refer to T.2.3 for details.
F.3.13.1	The employer reserves the right to award the contract in whole or in part to the successful bidder or not to award the bid at all.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

T1.2.3 Evaluation Procedure

Bid evaluation will be done as per the stages below:

Stage 1: Eligibility of Bidders.

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to disqualification.

Table one (1) lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 3 months from the closing date.

Table 1. List of Returnable Compulsory Documents

Item	Description of Compulsory Returnable Document
1.	Valid, relevant qualification and professional registration in line with legislative requirements governing the profession advertised. (At least 50% of the company must be owned by registered professional/s in the relevant discipline.). International Qualifications must be verified and approved by SAQA. Non-submission of verification will lead to the disqualification of the bid.
2.	NO JV is allowed
3.	Valid Letter of good standing (COIDA/FEM)
4.	Proof of authority to sign the document must be submitted e.g. company resolution.
5.	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
6.	Proof of Professional indemnity insurance cover shall be as follows: Occupational Health and Safety Agents (Consultants), is R 5 million in respect of each claim, without limit to the number of claims.
7	Duly Completed and Signed Form of Offer and Acceptance

Item	Description of Compulsory Returnable Document
8	Duly completed and signed Invitation to BID, Part A and B (SBD 1)
9	Duly Completed and Signed Declaration of Interest (SBD 4)
10	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1)
11	Duly Completed and Signed Declaration of Bidders Past SCM Practices (SBD 8)
12	Duly Completed and Signed Certificate of Independent Bid Determination (SBD 9)

Stage 2: Evaluation on Functionality/Technical Requirements

Stage 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 two (2) below, specify in detailed the functionality/technical criteria to be considered under the evaluation.

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
Experience of firm on Similar Projects - Similar scale projects experience (Building infrastructure projects)	30 Points
Qualifications, Skills and Experience of Key Projects Resources.	35 Points
Locality of firm's office/s	10 points
Approach and Methodology	15 Points
References	10 Points
Total points	100 Points

Table 2. Summary of Functionality /Quality Criteria**A. EVALUATION SCHEDULE: KEY PERSONNEL (35 points)****Qualification, Professional Registration and Experience of key personnel (35 points):**

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration (as per returnable schedule T2.1.21)

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

Table 3.

		Project Director			
Education	Professionally Registered Personnel (CV, Proof of registration, Proof of qualifications (e.g. SACPCMP)	12			
	Non-Registered Personnel (with Degree, Proof of Qual + CV)				
	Non-Registered Personnel (Diploma, Proof of Qual + CV)				
	Non-Registered Personnel (Certificates, Proof of Qual + CV)				
Competence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)				
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualifications + CV)				
	Years of Experience-5 to 6 (Degree/Diploma, Proof of qualifications + CV)				
	Years of Experience-above 6 (Degree/Diploma, Proof of qualifications + CV)				
Technicians					
Education	Registered Personnel (Degree/Diploma, Proof of qualifications + CV)	8			
	Non-Registered Personnel (Degree/Diploma, Proof of qualifications)				
Competence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)				
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualification + CV)				
	Years of Experience-above 6 (Degree/Diploma, Proof of qualification + CV)				
Senior Consultants					
Education	Non-Registered Personnel (Degree/Diploma, Proof of qualification + CV)	8			
	Non-Registered Personnel (Certificates, Proof of Qualifications + CV)				
	Non-Registered Personnel (Appropriate formal training with Certification, Proof of Qualifications + CV)				
Competence	Years of Experience-1 to 2				
	Years of Experience-3 to 5				
	Years of Experience-above 6				

Other skilled workers			
Education	Appropriate Formal Training (CV+ Proof of qualification) (certification, compliance certificates, etc)	7	
	No Formal Education		
Competence	Years of Experience-1 to 2		
	Years of Experience-3 to 5		
	Years of Experience-above 6		

EVALUATION SCHEDULE: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

Relevant Experience on Similar Construction Projects (30 points):

Points are allocated for relevant experience on similar construction projects completed in the past 5 years. The similarity refers to project of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to submit signed appointment letters and signed completion certificates from the Employer confirming appointment and completion of such projects.

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

Nature of Work (15 Points)	Rating	Points Awarded
Construction and renovation of Hospitals, Clinics, Schools, Libraries, Hotels, Malls, shopping Complex, Courts, Office blocks, Town Houses, Traditional houses, Stadia, Civil works (Road construction, Water reticulations)	Very Good	15
Construction and renovation of Residential Houses, Sports Complex	Good	10
Construction and renovations of Enviroo loo toilets, RDP houses, Taxi Rank, Small community Halls (less than 100m ²)	Satisfactor y	6
Construction and renovation of household toilets (VIP toilets)	Poor	3
Not submitted	Not Submitted	0

Table 6.1 Nature of Work done table

Value of work (15)	Rating	Points Awarded
50m and above	Very Good	15
30m – 49m	Good	10
20m – 29m	Satisfactory	6
5m – 19m	Poor	3
0m – 4.9m	Not Submitted	0

Table 6.2 Value of Work done table**C - EVALUATION SCHEDULE: EMPLOYER REFERENCES (10 POINTS):**

Points are allocated for performance of the bidders on previous projects completed. Employer Reference Scorecards” shall be submitted for scoring (see returnable schedules) for the projects listed on the abovementioned “Relevant Project Experience”

Point will be awarded in terms of the following table:

	B2 - Evaluation sub-criteria: Employer’s Reference (10 points)				
Projects	Overall assessment by Employer				
	Very Poor	Poor	Satisfactory	Good	Very Good
Project A	0	1	2	2.5	3.33
Project B	0	1	2	2.5	3.33
Project C	0	1	2	2.5	3.33
Total number of points	0	3	6	7.5	10

Table 7. Employer’s Reference on similar Projects

D. EVALUATION SCHEDULE: APPROACH AND METHODOLOGY

Approach and Methodology (15 points)

Points are allocated for approach & methodology that must be submitted by the bidders.

Point will be awarded in terms of the following table headings:

Description / Performance	Maximum Allocated
Cost management	15
Timeous compilation of final account/as built	
Timeous co-operation during the contract	
Quality of service	
Quality of reports	
Performance of resources	
Technical experience of resources	

Table 8. Approach and Methodology

E. EVALUATION SCHEDULE: LOCATION OF SERVICE PROVIDER'S OFFICE (10 POINTS)

Points are allocated for existence of an office in a province where the project is implemented, or adjacent provinces as indicated in the table below.

E - Location of Service Provider's Office		
Office Location	Rating	Points Awarded
Head office based in Limpopo Province - proof required (fully signed lease agreement with the company's name/ water and electricity bill/ proof of residence)	Very Good	10
Branch/Operational office based in Limpopo Province – proof required (fully signed lease agreement with the company's name/ water and electricity bill/ proof of residence)	Good	4
Office based outside Limpopo Province in South Africa - proof required (fully signed lease agreement with the company's name/ water and electricity bill/ proof of residence)	Satisfactory	1
Office based outside South Africa - proof required (fully signed lease agreement with the companies name/ water and electricity bill/ proof of residence)	Poor	No points
Total possible points for Location of service provider		10

Table 10. Location of Service Provider's Office

Stage 3: Evaluation on the 80 / 20 Preference Points system

Stage 3 entails the process of evaluation on price and B-BBEE based on the 80 / 20 Preference Points system as stipulated by the Preferential Procurement Policy Framework Act (PPPFA).

a) THE 80 / 20 PREFERENCE POINT SYSTEMS

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

80 / 20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable

b) Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Part T2: Returnable Documents

T2.A “Non-Compulsory Commercial Documents”

Non-Compulsory Commercial Documents shall be submitted by the bidders. Certified copies of documents shall be submitted in original and not older than 6 months from the first advertisement date.

Item	Description of Compulsory Returnable Document
1.	Valid CSD registration report with supplier number
2.	Certified ID copies of Owners / Directors / members / Shareholders (not more than 3 months)
3.	Proof of company registration from CIPC and Directors/Owners share certificates where applicable

T2.B List of Technical and Preferential Returnable Documents

The technical and preferential returnable documents are required for bid evaluation purposes (Note: If any of the below is not supplied, it will result in the deduction of bid evaluation points)

The table below lists the technical and preferential returnable documents that should be submitted by the bidders.

REQUIRED DOCUMENTS ATTACHED/COMPLETED FOR EVALUATION		Yes /No
T2.B15	Broad – Based Black Economic Empowerment certificate	
T2.B16	Experience and qualification key personnel assigned to the work	
T2.B17	Firm’s experience on similar projects/services	
T2.B18	References on experience on similar projects	
T2.B21	Locality of firm’s offices	
T2.C23	Amendments, qualifications and alterations	

Part T2.1 Returnable Schedule

Important note to Bidder: The relevant supporting documents to the organisation bidding i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.1, must be inserted here

INSERT HERE

T2.A2 DECLARATION OF CLOSE FAMILY MEMBERS OR BENEFICIARIES

Please indicate, by completing the table set out below, the names of all persons, (natural or juristic), who are Beneficiaries of the bidder.

For the purposes of this Declaration, a Beneficiary is a natural or juristic person that has a legal or monetary interest in the bidder by way of ownership, directorship, trusteeship and/or the like.

To the extent that the bidder is a public company, only the names of the top 5 majority shareholders are required with respect to the disclosure of ownership.

Full legal name of natural or juristic person	Identity or Registration Number	Capacity of Beneficiary (i.e. shareholder, member, partner, trustee, director, or the like)	Quantification of Interest (i.e. percentage shareholding or ownership, profit share, etc.)	**Relationship with IDT employee or IDT director (Yes/No)

** Please indicate in the table above if any natural person named above is a Close Family Member of a director of Independent Development Trust or a subsidiary thereof, or of any employee of Independent Development Trust involved in the procurement and approval process associated with this bid.

**Please indicate in the table above if any juristic person named above has as a Beneficiary a director of Independent Development Trust or a subsidiary thereof, or an employee of Independent Development Trust involved in the procurement and approval process associated with this bid, or whether any Beneficiary of a juristic person named above is a Close Family Member of a director of Independent Development Trust or a

subsidiary thereof, or an employee of Independent Development Trust involved in the procurement and approval process associated with this bid.

NB: For the purposes of this Declaration, a Close Family Member is deemed to be a person related by birth, marriage, domestic partnership, adoption, guardianship, or the like.

If you have indicated 'Yes' to any of the above then please specify the name of the said IDT employee / IDT director, and the nature of the relationship between the said IDT employee / IDT director and the person (natural or juristic) indicated in the table above.

IDT reserves the right to act against the bidder or the signatory hereto should this declaration prove to be false.

Signed	Date
Name	Position
bidder	

T2.A3 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM No.	DATE	TITLE OR DETAILS

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Bidder)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity.
- (c) provincial legislature.
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²" Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state **YES/NO**

who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

T2.A5 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** 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 or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person.
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = ... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:...../we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

—

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

T2.A6 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

T2.A7 CERTIFICATE OF INDEPENDENT BID DETERMINATION ()

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

T2.A9 OWNER'S COPY OF PROFESSIONAL REGISTRATION CERTIFICATE

Attached hereto is my / our original certified copies of professional registration. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not professionally registered, and as such, the bid will be disqualified

**T2.A10 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR
OCCUPATIONAL AND INJURIES DISEASE ACT (COIDA/FEM)
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 bid offer will lead to the conclusion that your entity/ company is not registered with COIDA/FEM, and therefore, the bid will be disqualified.

Kindly note that your letter of good standing will be verified and fraudulent certificate will lead to disqualification.

**T2.A11 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS AND SHARE CERTIFICATE WHERE
APPLICABLE**

Attached hereto is my / our original copies of company registration of incorporation or company registration documents and share certificates where applicable. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified

**T2.A12 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED
COPIES OF THEIR IDS**

[List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholder's/director's ID to be inserted here]

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID. Failure to submit the foresaid documentation will lead to disqualification.

T2.A13 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE)

Attached hereto is a signed certified copy of our Joint Venture Contract. Our failure to submit the copy with our bid document will lead to the conclusion that there is no joint venture contract, and as such, our bid will be disqualified

(Attach the signed by all parties and stamped by commissioner joint venture contract here)

**REQUIRED RETURNABLE QUALITY /FUNCTIONALITY
EVALUATION DOCUMENTS**

T2.A14 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS

Attached hereto is my / our original certified 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

T2.B15 B-BBEE CERTIFICATE

Attached hereto is my / our original or original certified copy of my / our B-BBEE Certificate issued by a verification agency accredited by SANAS or Original and Fully Signed Sworn Affidavit. My failure to submit the certificate with my / our bid document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.

T.14 QUALITY EVALUATION SCHEDULE: KEY PERSONNEL ASSIGNED TO THE WORK

The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION	
	HDI	NON-HDI

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Key Person Name	Proposed Function	Professional Registration	Years of Experience
1.				
2.				
3.				
4.				

T2.14A: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

PROJECT TEAM CVS

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 2) Qualifications in the relevant field or sector; and
- 3) Professional registration with a professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person of **not more than three (3) pages** should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of postgraduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows as detailed in Table 1 to 3 above.

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

Signed

Date

.....

Name

Position _____

Bidder

(CVs, certified copies of qualifications and professional registration of the above personnel to be attached here).

T2.B16 EVALUATION SCHEDULE: KEY PERSONNEL

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a zero score.

T2.B16.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.B16.2 Key Personnel 2: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.B16.3 Key Personnel 3: CURRICULUM VITAE OF KEY PERSONNEL

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

.....
INCUMBANT'S IDENTITY

NUMBER

T2.B18: FIRM'S EXPERIENCE ON SIMILAR PROJECTS

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 5 years. In support tenderers are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates

PROJECT NAME	BRIEF PROJECT DESCRIPTION	Employer Details			PROJECT VALUE (Including VAT)	START DATE	COMPLETI ON DATE
		Name	Telephone	Email			
A							
B							
C							
D							
E							

T2.B19 REFERENCE ON EXPERIENCE ON SIMILAR PROJECTS

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, e.g. (new school, renovation of clinic):

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE (Please tick the appropriate score)

Description / Performance	Very Poor (0)	Poor (1)	Satisfactory (2)	Good (2.5)	Very Good(3.33)
Cost management					
Timeous compilation of final account/as-built					
Timeous co-operation during the contract					
Quality of service					
Quality of reports					
Performance of resources					
Technical experience of resources					

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

T2.16 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, e.g. (new school, renovation of clinic):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE(Please tick the appropriate score)

Description / Performance	Very Poor (0)	Poor (1)	Satisfactory (2)	Good (2.5)	Very Good(3.33)
Cost management					
Timeous compilation of final account/as-built					
Timeous co-operation during the contract					
Quality of service					
Quality of reports					
Performance of resources					
Technical experience of resources					

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

.....

.....

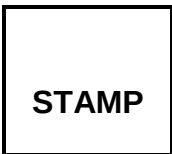
Employer's contact person:.....

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:



T2.16 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, e.g. (new school, renovation of clinic):

.....

Employer:

Contract Amount:

Contract Duration:

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE (Please tick the appropriate score)

Description / Performance	Very Poor (0)	Poor (1)	Satisfactory (2)	Good (2.5)	Very Good(3.33)
Cost management					
Timeous compilation of final account/as-built					
Timeous co-operation during the contract					
Quality of service					
Quality of reports					
Performance of resources					
Technical experience of resources					

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

T2.19 EVALUATION SCHEDULE: LOCALITY OF FIRM'S OFFICES

The bidder shall attach proof of existence of an office such as invoices for municipal rates or signed lease contract with the landlord. Failure to attach any of the two documents will lead to conclusion that the bidder does not have an office in the province where the project will be implemented and also in the surrounding provinces.

T2.B23 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Independent Development Trust will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes:(1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored.

(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his bid failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this REQUEST FOR FEE PROPOSALS.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative bid, and an alternative offer for time for completion should be listed here.

- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the bid.*
- (3) Alternative bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main bid offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS	DESCRIPTION OF DISCOUNT OFFERED
OVERALL DISCOUNT %	

[Note: The Bidder must give full details of the discounts offered in a covering letter attached to his bid, failing which, the offer for a discount may have to be disregarded.]

SIGNATURE:DATE:.....

THE CONTRACT

Part C1: Contract

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

C1.1 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:

BID No: _____

Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of

Specify project or Clusters:.....

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

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

THE OFFERED DISCOUNT IN PERCENTAGE :

..... (in words);

..... (in figures)

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

Signature Date

Name Identity number

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

NOTE: Failure of a Bidder to complete and sign this part of the tender form (offer) in full including witnessing will invalidate the tender. Any blank spaces left will invalidate this offer.

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, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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'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	INDEPENDENT DEVELOPMENT TRUST IDT Limpopo Office 22 Hans Van Rensburg POLOKWANE 0699

Name and signature of witness	Date
---	------------

C1.1.1 Schedule of Deviations

By the duly authorised 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.

Contract

1. Subject
Details
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2. Subject
Details
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3. Subject
Details
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4. Subject
Details
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5. Subject
Details
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.....

C1.2 Bid Contract Data

The Service Provider is advised to read the CIDB Standard 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**Contract.

C1.2.1 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 C1.1
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
	Appointment of Professional Service Providers from the Built Environment that specializes in OHS Agents for The Planning, Design, Supervision and Closure of
1	DEFINITIONS Delete and replace the following to the Clause 1 “Definitions”: 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. Scope of Work Shall be, over and above the services specified in Part C3 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. Add the following definitions under Clause 1 “Definitions”: Base Town IDT’s Regional Office in Polokwane 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

Clause	Amendments
	to the other Party that it is claimed as confidential. As used herein, the Party 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. <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. 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. Signature Date: Means the date of signing this Contract by the last Party
3.7	CONFIDENTIAL INFORMATION 1.7.1 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”). 1.7.2 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. 1.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract. 1.7.4 Notwithstanding clause 3.7.1 the Receiving Party may disclose Confidential Information: 1.7.4.1 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

Clause	Amendments
	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 shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or 1.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 3.7.5 below. 1.7.5 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. 1.7.6 The contents and the existence and the scope of this Contract are Confidential Information. 1.7.7 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. 1.7.8 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. 1.7.9 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.

Clause	Amendments
	1.7.10 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. 1.7.11 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. 1.7.12 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.
3.8	VARIATIONS
3.8.4	Add clause 3.8.4 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.
3.8.5	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.
3.12	PENALTY Replace Clause 3.12.1 with the following: 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

Clause	Amendments
	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 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	EMPLOYER'S OBLIGATIONS Add sub-clause 4.8 and 4.9 4.8 Notwithstanding the provision of the JBCC 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. 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.
5	SERVICE PROVIDER'S OBLIGATIONS
5.3	Designated Representative Add sub clauses 5.3.1: 5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the relevant council.
5.4	Insurance to be taken by the Services Provider Add sub clauses 5.4.3 to 5.4.7: 5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity as follows:

Clause	Amendments
	Proof of Professional indemnity insurance cover shall be as follows: 5.4.3.1 No Clause 5.4.3.2 Occupational Health and Safety Agents (Consultants), is R3million in respect of each claim 5.4.3.3 Or twice your estimated fees, whichever is the highest, and shall within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider. 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. 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. 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. 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.
5.5	Service Provider 's actions requiring Employer's prior approval Add the sub-clause 5.5.1 and 5.5.2 5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer. 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).
5.8	Registration with the Central Supplier Database

Clause	Amendments
	Add clause 5.8 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.
8.4	TERMINATION
8.3	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)	Delete clause 8.4.1(d) and replace it with the following: (d) In the event that either party: 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 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)	Delete clause 8.4.1(f) and replace it with the following: (d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.
8.4.2	Amend default notice period from 30 days to 14 days.
8.4.4	Delete clause 8.4.4 and replace it with the following: 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.
8.4.6	Add Clause 8.4.6

Clause	Amendments
	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 – 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 8.4.6.2 to suspend further payments to the Service Provider; or 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. 8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice 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.
8.4.7	Add Clause 8.4.7 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 – 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	Add Clause 8.4.8 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.
8.5	SUSPENSION

Clause	Amendments
	Delete clause 8.5.2 and replace with the following clauses; 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. 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.
9	OWENERSHIP OF DOCUMENTS AND COPYRIGHT Delete clause 9 and replace with the following: 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. 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. 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.
10	SUCCESSION AND ASSIGNMENT Add the sub-clause 10.6 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.

Clause	Amendments
12	RESOLUTION OF DISPUTES Delete clause 12 and replace it with the following clauses: 12.1 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 12.4 and 12.5 below. 12.2 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.
12.3	12.3 Negotiation 12.3.1 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. 12.3.2 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.
12.4	12.4 Mediation 12.4.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party. 12.4.2 Prior to litigation in terms of clause 12.1 above or submission of dispute to arbitration in accordance with clause 12.5 below, the matter may first be referred for mediation before the mediator appointed by contract between the parties to the dispute and failing an contract 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. 12.4.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.

Clause	Amendments
	12.4.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty-one (21) days of his appointment. 12.4.5 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. 12.4.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.
12.5	12.5 ARBITRATION 12.5.1 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. 12.5.2 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 contract between the parties to the dispute or failing contract 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. 12.5.3 Any party to the arbitration may appeal the decision of the

Clause	Amendments
	arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration. 12.5.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief. 12.5.5 Any arbitration in terms of this clause 12.5 (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. 12.5.6 This clause 12 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract. 12.5.7 The Parties agree that the written demand by a party to the dispute in terms of clause 12.5.1 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. 12.5.8 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. 12.5.9 Should any one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be 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. 12.5.10 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.
13	LIABILITY
13.4	Duration of Liability Delete clause 13.4 and replace it with the following:

Clause	Amendments
	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.
13.5	Limit of compensation Delete clause 13.5.1 and replace it with the following: 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.
14	REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER
14.2	Delete second paragraph of 14.2 and replace it with the following: 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. Add sub-clauses 14.5 to 14.14: 14.5 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense. 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. 14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site. 1.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services. 1.9 The 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. 1.10 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the

Clause	Amendments
	estimated fees. 1.11 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing. 1.12 Employer 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. 1.13 The 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. 1.14 The Service Provider shall submit the valid Tax Pin Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.
A9 – A20	
	SIGNATURE OF THE PARTIES Signed at on this the day of2021 AS WITNESSES: 1. _____ For and on behalf of the Employer: (insert name of the RGM), in his/her capacity as the Regional General Manager. 2. _____ For and on behalf of the Employer: (insert name of the PM), in his/her capacity as the Programme or Portfolio Manager. Signed at on this the day of2021

Clause	Amendments
	AS WITNESSES: 3. _____ 4. _____ For and on behalf of the Service provider: (insert name of the signatory), in his/her capacity as (insert capacity), who hereby confirm that he/she is

Part C2: PRICING DATA

C2.1 Pricing Instructions

OHS Agents / Managers to give discounts.

OHS Agents must calculate their professional fees based on their latest gazette

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

C2.1.1.1 Professional fees for **OHS Agents** Services will be paid based of the current Government Gazette. Although government gazetted rates will apply, pricing may be a factor in determining the suitability of the proposal regarding the services to be provided.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.4 herein will be paid in full.

C2.1.2.4 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be paid as specified in C2.1.5 herein.

C2.2 Typing, printing and duplicating work and forwarding charges

C2.2.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.

C2.2.2 Typing and duplicating

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

C2.2.3 Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

C2.2.4 The typing of correspondence, appendices and covering letters are deemed to be included in the fees.

C2.3 Travelling and subsistence arrangements and tariffs of charges

C2.3.1 General

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

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

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

C2.3.2 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer. (align the vehicle capacity to PO)

Part C3: SCOPE OF SERVICES

C3.1 Professional Service Provider's objectives

Scope of Work and Estimated Budget per project

- 3.1.1 The objective of this bid is to invite and appoint suitable Professional Service Providers that can provide and maintain a professional service to the Independent Development Trust (IDT), Limpopo Office in order to successfully implement the design, construction administration and closeout of this project/s, i.e., designing, contract supervision / management and closing out the project/s.
- 3.1.2 The Service Provider shall provide **“NORMAL” professional services as detailed in the Government Gazette of each discipline, where applicable** and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
- 3.1.3 The Service Provider shall provide suitably qualified, experienced personnel to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 3.1.4 Service providers will be appointed for stages 1 – 6 and will be expected to perform all activities and submit all deliverables as described in the Government Gazette for each discipline, unless otherwise instructed in writing by the employer to exclude some.
- 3.1.5 The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

3.1.5.1 Professional Free Structure for Health and Safety Consultants (OHS agent)

As per the template below

FEE PROPOSAL	
Occupational Health and Safety Consultants (OHS Agents) Fees	
APPLICABLE WORK STAGES	
STAGE 1 (Inception)	
STAGE 2 (Concept & Viability)	
STAGE 3 (Design Development)	
STAGE 4 (Documentation and Tender)	
STAGE 5 (Construction and Supervision)	
STAGE 6 (Close out Report	
AVERAGE DISCOUNT IN PERCENTAGE (For STAGE 1 to 6)	
<i>Percentage to be carried to form of offer</i>	

3.1.6 The Professional Service Provider will be appointed for the duration of the project, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.

C3.2 General Requirements

C3.2.1 Services

The Services required shall generally be all “**Normal Services**” as defined in the Government Gazette/s, unless otherwise reduced in writing.

The Service Provider shall be instructed by the Employer in writing to undertake specific assignments as additional services in terms of the contract as and when required during the contract period.

C3.2.2 Location

These projects are situated all around Limpopo province

C3.2.3 Project Programme

The Service Provider shall prepare a detailed programme for the performance of the Service which shall be approved by the Employer. The programme shall be in sufficient detail to monitor the Service Providers performance.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

C3.2.4 Reporting Requirements and Approval Procedure

The Service Provider shall submit monthly progress reports, cost reports, cash flows and labour reports on the agreed date over and above site and technical meeting minutes required by the JBCC.

Notwithstanding any other requirements, the Service Provider shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cash flow, variation orders, etc.), milestones, socio economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges and achievements.

C3.2.5 Safety

The Service Provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant OHS legislation.

C3.3 Software application for programming

The Service Provider must avail himself of software to be used for compatibility with the Employers software before undertaking the work utilising the software. The Service Provider shall at its costs convert data files to a format compatible

with the Employers software if it chooses to utilise software different from that used by the Employer. No additional compensation will be considered for this activity.

C3.4 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties.

During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

Part C4: PROJECT AND SITE INFORMATION

These projects are situated all around Limpopo province

Part C5: NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to comply with these requirements or part thereof will result in your proposal being excluded from the evaluation process.

- a) This Request for Proposals (RFP) does not constitute an offer or recommendation to enter into such transaction
- b) The IDT reserves the right to amend, modify or withdraw this RFP if deemed necessary.
- c) Short-listed companies might be invited to present and discuss details of their proposals.
- d) Bidders will be required to fill in an IDT "Supplier Questionnaire Service providers" once they are awarded (IDT will provide).
- e) Neither the IDT nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a bid in response to the expression of interest.
- f) No entity may be involved, whether directly or indirectly, in more than one bid in response to this RFP. A failure to comply with this requirement will result in disqualification of the relevant entity
- g) The IDT and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
- h) All Bids submitted to the IDT will become the property of the IDT and will as such are not returned to the Bidder unless if received after the closing date and time. The IDT will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid
- i) Evaluation of bids will be carried out by a Bid Evaluation Committee (BEC). The Evaluator(s) will, if necessary, contact Bidders to seek clarification of any aspect of the bid.

- j) The validity period of this bid is 90 Days from the closing date.
- k) Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest and indicate how such a conflict would be avoided.
- l) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- m) This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- n) All bids must be formulated and submitted in accordance with the requirements of this RFP.
- o) The service provider will be required to sign confidentiality contracts with the IDT.
- p) Consortia/Joint ventures are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.
- q) The bidder should demonstrate how it intends assisting in building the capacity of the local community and how it will transfer skills to such persons.
- r) Please note that Bid Offer is synonymous to Request for Proposals in this document
- s) Service providers who are blacklisted by any statutory body will, under no circumstances, be considered for this project/s

DISCLAIMER

The IDT reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.