INDEPENDENT DEVELOPMENT TRUST

IDT MPUN04 – MDOE – OHS-8

FEE PROPOSAL TITLE:

REQUEST FOR FEE PROPOSALS FOR THE PROVISION OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR CLUSTER 8 ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.

CLOSING DATE 14 AUGUST 2024

The completed Bid Document, sealed in an envelope and clearly endorsed. must be placed in the Tender Box situated at the entrance to the Nelspruit Office of the Independent Development Trust (IDT)

BIDDER'S INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
Pr. CHSA. Number	
Cell / Tel Number	
E-mail Address	
CSD Number MAAA	

Prepared by:

The Independent Development Trust (IDT)
Absa Square
20 Corner Paul Kruger and Ferreira Street
Nelspruit
1200

1. TERMS OF REFERENCE

ITEM	DESCRIPTION
1.1 Fee proposal Issue Date	15 July 2024
1.1.1 Compulsory Briefing	Not Applicable / No briefing will be undertaken
1.2 Bid proposal Closing Date	14 August 2024 @12:00pm – No late submissions will be received and/or considered.
1.3 Bid Reference No.	**IDT MPUN04 – MDOE – OHS-8**
1.4 Enquiries	Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below; **Name:** Mr. Syandisa Dlomo (Technical) **Email:** SyandisaD@idt.org.za (08h00 – 16h30 weekdays only) **Name:** Ms. Surprise Mthombeni (Bid Administration) **Email:** SupriseM@idt.org.za (08h00 – 16h30 weekdays only) **Please note: Enquiries should reach IDT on or before 07 August 2024**
1.5 Compulsory Requirements	**Compulsory Administrative Requirements** 1.5.1 Fully completed and signed invitation to bid on (SBD 1) 1.5.2 Fully completed and signed Bidder's Disclosure (SBD 4) 1.5.3 Fully completed and signed preference points claim form (SBD 6.1) 1.5.4 Completed Form of Offer, fully signed and witnessed. 1.5.5 Valid COIDA Certificate 1.5.6 Professional Registration as a Pr. CHSA with SACPCMP 1.5.7 Full CSD Report **FAILURE TO COMPLY WITH ANY OF THE ABOVE WILL LEAD TO DISQUALIFICATION**

1.6 Evaluation Criteria	1.6.1 The 80/20 Evaluation System will be applicable. 1.6.2 A fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement (SBD 6.1) (No points will be allocated if points are not claimed)
1.7 Bid Award Criteria	1.7.1 The bidder must have a **Compliant Tax Status**

ITEM	**DESCRIPTION**
	1.7.2 A fully completed and signed Invitation to Bid document (SBD 1) 1.7.3 Failure to comply with items 1.7.1 (tax compliance) and 1.7.2 (SBD 1) within a reasonable period (7 calendar days) as would be indicated by the IDT, will result in the bidder being non-responsive.
1.8 Conditions of the contract	1.8.1 The contract that will be entered into is CIDB Standard Professional Services Contract 3rd Edition with addenda.
1.9 Submission of Fee proposal documents	Fee proposal documents shall be **hand delivered** in 1 combined pack *(i.e., Bid document and its accompanying Annexures)* to the *Implementing Agent (IDT),* and shall be marked as follows: **The Independent Development Trust (IDT)** Absa Square 20 Corner Paul Kruger and Ferreira Street Nelspruit 1200 **Marked confidential Fee proposal and Indicate the Following:** **IDT MPUN04 – MDOE – OHS-8** THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION AREA AS PER THE ADDRESS INDICATED ABOVE

1.10 Pricing / Fee Proposal / Fee proposal	1.10.1 Fee proposals shall be carried out in line with the pricing schedule (Table 3.1) attached in this document. 1.10.2 Fee proposals shall be inclusive of VAT (Where Applicable - VAT Vendors) 1.10.3 Fee proposals shall be valid for **90 calendar days**.

ITEM	**DESCRIPTION**
	1.10.4 All costs related to the services to be provided shall be included in the fee proposal. 1.10.5 The fee proposal shall be inclusive of all work expenses as there shall be no additional monies that will be paid by the Employer for this project. As such all work-related risks shall be factored in the bidder's fee proposal. Price / Fee adjustments shall only be carried out if and when the construction price changes, as is the norm, and in line with the applicable tariff of applicable professional fees. 1.10.6 Discounts will be capped at **20%** as per the IDT policy. Any discount submitted/offered exceeding this cap will lead to automatic disqualification. **1.10.7 Note: Overall discount must be given on the fee proposal (Table 3.1 Item F)**
1.11 Disbursements	1.11.1 Disbursements will be for travelling to site twice a month. Any other trip should be authorised by the Employer. 1.11.2 The disbursements fees will be capped at 5% of the total construction costs for the total duration and scope of the project. (Stage 1 to 6). 1.11.3 Refer to public works PSP guidelines
1.12 Amendments	1.12.1 Any amendments to the rates offered or description given must be signed by an authorized person (i.e., who signed the original fee proposal)
1.13 Scope of Works	1.13.1 Refer to Item 4

1.14 Project Staff	1.14.1 The Service Provider to provide CV of the personnel to be used in the project and attach proof of their relevant qualifications/ professional registration related to the discipline. (Attach organogram) 1.14.2 Such personnel shall be always available for project / site related matters. Should these personnel be changed for some or other reason, he/she should be replaced by a person of equivalent or higher qualification and registration status.

ITEM	DESCRIPTION
1.15 IDT's Reservation of Rights	1.15.1 The Service Providers attention is specifically drawn to the fact that a contract in respect of the services requested herein will not necessarily result from the proposals received. 1.15.2 IDT's reservation of rights: IDT reserves the right to cancel or withdraw this request for Fee proposals without prior notice and without furnishing any reasons whatsoever. 1.15.3 IDT reserves the right to award all or part of the works. If not all works are awarded, the IDT reserves the right to re-calculate the bid price in accordance to the adjusted works (i.e. adjusted construction value). IDT shall only pay for work done / carried out on site. No monies will be paid to the service provider for work stoppages / or when the project is placed on hold. As such the service provider shall only be paid for work carried out on site (refer to clause 1.16.1). 1.15.4 The IDT reserves the right to terminate the appointment at any stage, and the consultant will be entitled to be remunerated only for the work completed before receiving the notice of termination. 1.15.5 No service provider will be appointed on more than one cluster, unless all responsive bidders have been appointed.
1.16 Cancellation Cost	1.16.1 Should the project be cancelled by the Client Department, for funding and/or other reasons, the IDT and the Client Department shall not be liable to remunerate the service provider for any potential loss of

ITEM	DESCRIPTION
	business and/or profit. The service provider shall only be remunerated for work done prior to the cancellation. 1.16.2 In the case time-based fees and disbursements may be used, where applicable, to remunerate the service provider accordingly. 1.16.3 **Note:** No time-based fees shall be applicable for any work on hold.
1.17 Contract	1.17.1 The service provider will be expected to enter into the CIDB Standard Professional Services Contract 3rd Edition with the IDT on behalf of MDOE
1.18 Bid Document and Contract	1.18.1 The Bidder is advised to ensure that they familiarise themselves with all the contents of the bid documents as those will form the basis of the contract to be entered. Any contents of this document that the bidder requires clarity on shall be brought forward before the bid submission date stipulated in this bid document. 1.18.2 Conditions of Contract are the CIDB Standard Professional Services Contract 3rd Edition of the CIDB Document 1015 with IDT addendum provided. 1.18.3 The successful Bidder will be expected to have and maintain a professional indemnity insurance of at least five Million Rands (R 5 000 000.00) (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment)

1.19 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)	1.19.1 Section 5(2) of the construction Industry Development Board Act, 2000 (Act no. 38 of 20000) will apply to appointment projects exceeding R5m contract amount. All appointments exceeding R5m will be subjected to the CIDB build programme. 1.19.2 The consultants shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order. 1.19.3 The consultants shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using the following methods related to the contract or order:
ITEM	**DESCRIPTION**
	Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification; **Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council. 1.19.4 Employed learners may not account for more than 33 percent of the contract skills development goal. 1.19.5 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. 1.19.6 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidized programmes. 1.19.7 The consultant may source beneficiaries of the contract skills development goal from the CIDB Skills Development Agency (SDA). 1.19.8 All beneficiaries of the Standard must be registered with the CIDB SDA

2. FEE GUIDELINE FOR APPLICABLE PROFESSIONAL SERVICES

Table 2.1

Professional Discipline	**Applicable Gazette**
Professional Architectural Services	SACAP - rates as per Gazette 45554 Board Notice 172 of 2021
Professional Structural /Civil Engineering Services	ECSA – rates as per Gazette 44333 of 2021
Professional Electrical/ Mechanical Engineering Services	ECSA – rates as per Gazette 44333 of 2021
Professional Quantity Surveying Services	SACQSP – rates as per the Gazette 39134 Board Notice 170 of 2015
Professional Health and Safety Services	SACPCMP- rates as per Gazette 42697 Board Notice 167 of 2019

3. FEES

The fee proposal shall be based on the work to be performed on site by the Service Provider and shall include all relevant allowances for unforeseen risk associated with the work of this nature.

The fee proposal shall cover for all work to be carried out by the Service Provider including, but not limited to, Site Assessments, Reports, Various Site meetings, etc.

NB: The disbursements are capped at 5% of the total construction costs for the total duration and scope of the project. (Stage 1 to 6)

Table 3.1 Fee Proposal

Item	**Applicable Work Stages**	**Overall Discount %**
A	Stage 1-2 (Inception, Concept & Feasibility)	
B	Stage 3 (Design Development)	
C	Stage 4 (Tender Documentation & Procurement)	
D	Stage 5 (Construction Supervision)	
E	Stage 6-7 (Close Out & Hand Over)	
=	**Overall Discount Offered (%)**	%

3.2 Contract skills development goal (CSDG)

The CIDB BUILD programme will apply to appointment exceeding R5m per contract. The contract skills development goal shall be expressed not less than the professional fees in millions of Rand multiplied by 150.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours.

The consultants shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;
Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7000	R0	R9000	R16000	R9000
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

4. APPOINTMENT AND ALLOCATIONS

- The projects are in the Mpumalanga Province.
- The bidders will be scored and ranked according to the highest scoring bidder to the lowest scoring bidder, the highest scoring bidder will rank number one. Should we have more than 1 bidders scoring the same points a drawing of lots method will be applied.
- The applicable conditions of the contract are the Standard Professional Services Contract.
- All bidders will sign a copy of the contract after accepting the appointments.

- Bidders MUST ensure that their professional membership registration with relevant professional bodies is active throughout the contract period.
- The recommended bidder will be appointed as a health and safety agent

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5. SCOPE OF WORKS FOR MDOE CLUSTER 8

THE MAINTENANCE AND REFURBISHMENT OF THE FOLLOWING SCHOOLS		
Name of School	**District**	**Local Municipality**
Vumazonke Primary School	Nkangala	Dr Js Moroka
Siphumule Primary School	Nkangala	Thembisile Hani
Thushanang Primary School	Nkangala	Steve Tshwete

The work to be carried out by the Service Provider under this contract comprises inter alia of the following:

- The preliminary investigations including the conditional assessments and detailed designs.
- The compiling of subsequent bid documentation including specification according to IDT guidelines/ requirements.
- Provide construction administration, supervision and monitoring of the respective project.
- The successful completion and finalizing of project/s
- Completing the project in stages subject to availability of funds
- Submission of NIEMS forms after practical completion
- Submission of final accounts and closeout reports within 90 days after works completion.

4.1 BUILDING PROJECTS

SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

4.2 NATURE OF SERVICE REQUIRED

The Professional Team shall strictly ensure that the implementation of projects is carried out in line with the Infrastructure delivery management system (IDMS) and the deliverables per stage shall be as per the IDMS including the gazette guidelines scope of work per discipline.

PROJECT STAGE	DESCRIPTION
1	INCEPTION
2	CONCEPT AND VIABILITY
3	DESIGN DEVELOPMENT
4	DESIGN DOCUMENTATION AND PROCUREMENT
5	CONSTRUCTION/IMPLEMENTATION
6	HANDOVER

7	CLOSE-OUT

STAGE 1: INITIATION

1. Demonstrate the Construction Health and Safety Agent competency and resource
2. Assist in developing a clear construction project health and safety brief
3. Attend the construction project initiation meetings
4. Conclude the terms of the agreement with the client
5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project
6. Advise the client on the adequacy of health and safety competency and resources of the other consultants
7. Identify construction project health and safety risk profile
8. Provide necessary information within the agreed scope of the construction project to the other consultants
9. Define the Construction Health and Safety Agent scope of work and services Construction Health and Safety Agent Deliverables
10. Record of Construction Health and Safety Agent competency and resource
11. Construction project health and safety brief
12. Agreed scope of work 2 Agreed services Signed agreement
13. Record of consultant's construction health and safety competency and resource assessments Schedule of required surveys, tests, analyses, site and other investigations
14. Preliminary construction project risk profile
15. Record of construction project health and safety risk communication

STAGE 2 – CONCEPT AND FEASIBILITY

1. Agree the documentation programme with the principal consultant and other consultants
2. Attend design and consultant's meetings
3. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants
4. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project
5. Advise on preliminary cost estimates/budgets for construction project health and safety

6. Prepare draft construction project baseline risk assessment
7. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities
8. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists
9. Assess and approve the appropriate specialist's health and safety plans
10. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits
11. Prepare the draft construction project health and safety specification
12. Agree the format and procedures for health, safety and hygiene construction project control
13. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities
14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants Construction Health and Safety Agent Deliverables
15. Updated construction project health and safety risk profile
16. Agreed construction project health and safety policy for the project
17. Draft construction project baseline risk assessment
18. Draft construction project health and safety specification
19. Record of appropriate specialist's health and safety competency and resource assessments
20. Schedule of required surveys, tests and other investigations and related reports
21. Record of construction project health and safety risk communication
22. Design risk management process
23. Preliminary cost estimates/budgets for construction project health and safety • Approved specialists health and safety plans
24. Specialists health and safety audit reports and records

STAGE 3 – DESIGN DEVELOPMENT

1. Review the documentation programme with the principal consultant and the other consultants
2. Attend design and consultant's meetings
3. Finalise the construction project health and safety risk profile
4. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure

5. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme
6. Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment
7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications
8. Agree on a format for the health and safety file
9. Assess and approve necessary construction project health and safety plans for early works
10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works
11. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets
12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants Construction Health and Safety Agent Deliverables
13. Final construction project health and safety risk profile
14. Record of construction project health and safety risk communication
15. Final construction project health and safety baseline risk assessment
16. Updated draft construction project health and safety specification
17. Design risk management records
18. Schedule of precautions necessary for construction project health, safety and hygiene control
19. Approved early works health and safety plans
20. Early works audit reports and records
21. Initial schedule of construction project health and safety cost estimates/budgets
22. Template for health and safety file

STAGE 4 - TENDER DOCUMENTATION AND PROCUREMENT

1. Attend design and consultant's meetings
2. Assist in developing a clear construction project health and safety procurement process
3. Finalise construction project tender health and safety specifications and integrate with procurement documentation
4. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants

5. Prepare construction project health and safety documentation for submission to authorities
6. Participate in construction project tender clarification meetings
7. Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner
8. Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget
9. Assist with the preparation of contract documentation for signature
10. Prepare construction project health and safety mobilisation and access plans for the construction work
11. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance Construction Health and Safety Agent Deliverables
12. Final construction project tender health and safety specifications
13. Records of construction project health and safety procurement process
14. Construction project health and safety tender evaluation and records
15. Finalised schedule of construction project health and safety cost estimate/budget
16. Construction project health and safety contract documentation
17. Construction project health and safety mobilisation and access plans
18. Design risk management records
19. Record of construction project health and safety risk communication
20. Construction project health and safety documentation for authorities
21. Evaluation schedule of samples/mock-ups and products

STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT

1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans
2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work
3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans
4. Attend regular site, technical and progress meetings
5. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes
6. Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary
7. Monitor design risk management

8. Perform incident and accident investigations where necessary
9. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits
10. Conduct construction health and safety management system audits
11. Facilitate construction health and safety system and plans reviews for continual improvement
12. Monitor the compilation of the construction project health and safety file by the contractor(s)
13. Prepare and maintain the consolidated health and safety file
14. Prepare the structure commissioning health and safety plans 14 Construction Health and Safety Agent Deliverables
15. Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments
16. Permits to commence construction work
17. Record of meetings, including all construction health and safety matters to be actioned
18. Record of revised changes to the construction project health and safety risk profiles
19. Record of revised changes to the construction project health and safety specifications
20. Record of revised changes and commissioning of the construction project health and safety plans
21. Record of revised construction project health and safety cost estimate/budget
22. Records of design risk management
23. Record of construction project health and safety audit reports
24. Record of contractor(s) construction health and safety performance
25. Record of construction project health and safety work stoppage reports
26. Record of incident and accident investigations and corrective actions
27. Record of interactions with the Compensation Commissioner or similar
28. Record of construction health and safety system and plans reviews
29. Record of construction project health and safety risk communication
30. Interim health and safety file.
31. Structure commissioning health and safety plans

STAGE 6 - PROJECT CLOSE - OUT

1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period
2. Cancel all construction project health and safety legal appointments

3. Prepare the health and safety operations and maintenance report
4. Prepare the consolidated construction project health and safety close - out report Construction Health and Safety Agent Deliverables
5. Record of audits during the defects liability period
6. Record of construction health and safety risk communication
7. Report on approved health and safety file
8. Health and safety operations and maintenance report
9. Consolidated construction project health and safety close-out report
10. Provide advice to the Client on health and safety competence and resources of up to [number] proposed designers prior to arrangements being made for design work to begin.
11. Prepare [number] additional copies of the health and safety file.
12. Prepare [number] copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
13. Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
14. Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
15. Keep a record of the health and safety file.
16. Convert the health and safety files on other projects to match Client/ Owner's electronic format.
17. Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
18. To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
19. Assist in the development of maintenance schedules for the Client/Owners completed structure.
20. Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structures

FUNCTIONALITY EVALUATION

Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of similar nature and value in the last ten (10) years (10 points per project)	40 points
B. Signed and stamped client references on the same projects listed above (both Client & Client Representative). OR Signed and Contactable reference letters from previous clients. (5 points per reference letter)	20 points
C. Qualifications, Skills and Experience of project key resources	20 points
C. Experience of project key resources	20 points
Total	**100 points**
NB: Minimum qualifying functionality threshold is **70 points out 100**	

A. RELEVANT PREVIOUS EXPERIENCE 40 Points Max			
	Proof Required	**Evidence submitted**	**No of points allocated**
Relevant Previous Experience	Verifiable and signed appointment letters on client's letterhead	4 projects submitted	40
		3 projects submitted	30
		2 projects submitted	20
		1 projects submitted	10
		0 projects submitted	0

B. CLIENT REFERENCES 20 Points Max			
	Proof Required	**Evidence submitted**	**No of points allocated**
Reference letters	Signed and stamped reference letter by Client/Employer	4 reference letters submitted	20
		3 reference letters submitted	15
		2 reference letters submitted	10
		1 reference letters submitted	5
		0 reference letters submitted	0

C. QUALIFICATIONS 20 Points Max			
	Proof Required	**Evidence submitted**	**No of points allocated**
Qualifications	Certified copies of qualifications	B Degree (NQF 7) in Safety or related qualifications	20
		National diploma (NQF 6) in Safety or related qualification	10
		No qualification Submitted	0

D. EXPERIENCE OF PROJECT KEY RESOURCES 20 Points Max			
	Proof Required	**Evidence submitted**	**No of points allocated**
Experience of key resource	CV maximum 4 pages.	7 or more years in experience	20
		5-6 years in experience	10
		3-4 years in experience	5
		Less than 3 years' experience	0

T2.B1.1.1 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 SignedAppointment 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

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

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

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.....

Employer's contact person: .....

Telephone: .....

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

Employer Signature:..... **Date**: .....

STAMP

TENDER / FEE PROPOSAL DATA

Clause number	**REQUEST FOR FEE PROPOSALS FOR THE PROVISION OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR CLUSTER 8 ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.** **IDT MPUN04 – MDOE – OHS-8**
1	**The Employer is Independent Development Trust (IDT) on behalf of the MPUMALANGA Department of Education**
2	**Inspections, Tests and Analysis** Access shall be provided for inspections, tests and analysis as may be required by the employer.
3	**Contract period:]** The contract period will be from the date of acceptance of appointment and the expiry is in line with contract duration completion of stage 6
4	**Central Supplier Database (CSD) on Tax Compliance** No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS".
5	**Opening of Fee Proposal Submissions** Fee proposals will not be opened in public.
6	**Evaluation of Tender Offers** The bidders will be evaluated on specific goals point scoring and the price as per the IDT 80/20 score card. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of aggregate points where the IDT is managing risk, i.e. where the bidder has under-priced such that, the project may be compromised by such under-pricing or in spreading of work to other bidders in case where the highest points scorer has already been awarded work.

7	A**cceptance of Tender Offers** Tender offers will only be accepted if: a) Central Supplier Database (CSD) on Tax Compliance no contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS" b) the tenderer has completed the Declaration of Interest (SBD 4) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; c) Fully completed and signed **ALL SBD Forms** d) the tenderer completed in full, signed and witnessed form of offer. e) The company is registered on the IDT's Panel of Professional Service Providers f) The Bidder's Professional registration is valid and/or active.
8	**See clarification.** Request clarification of the tender documents (if necessary) by notifying the employer **at least two working days before the Closing Date** stated in the terms of reference.

Clause number	**REQUEST FOR FEE PROPOSALS FOR THE PROVISION OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR CLUSTER 8 ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.** **IDT MPUN04 – MDOE – OHS-8**
9	**The additional conditions of tender are:** The employer is not obliged to accept the lowest bidder.
10	**Notice to Unsuccessful Bidders** Should the bidders not hear from IDT within 30 days from the Fee proposal closure day i.e. submission date of the Fee proposal they should consider their submission unsuccessful. No written notification will be issued by the Employer to unsuccessful bidders.
11	**The Contract:** The Fee Proposal Document is the contract document for this RFQ and the copy to be submitted to the successful bidder.
12	**Disbursements** The disbursements are capped at 5%.

Standard Conditions of Tender

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

- The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

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

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

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

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

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

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

Communication and employer's agent

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

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

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

Procurement procedures

General

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

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

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

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

Tenderer's obligations

Eligibility

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

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

Cost of tendering

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

Check documents

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

Confidentiality and copyright of documents

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

Reference documents

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

Acknowledge addenda

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

Clarification meeting

N/A

Seek clarification

Request clarification of the Fee proposal documents, if necessary, by notifying the employer at least ONE working day before the closing time stated in the tender data.

Insurance

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

Pricing the tender offer

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

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

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

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

Alterations to documents

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

Alternative tender offers

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

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

Submitting a tender offer

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

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

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

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

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

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

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

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

Information and data to be completed in all respects

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

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

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

Tender offer validity

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

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

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

Clarification of tender offer after submission

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

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

Provide other material

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

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

Inspections, tests and analysis

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

Submit securities, bonds, policies, etc.

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

Check final draft

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

Certificates

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

The employer's undertakings

Respond to requests from the tenderer

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

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

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

Issue Addenda

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

Return late tender offers

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

Non-disclosure

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

Grounds for rejection and disqualification

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

Test for responsiveness

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

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

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

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

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

Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

Clarification of a tender offer

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

General

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

Acceptance of tender offer

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

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

Prepare contract documents.

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

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

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

Complete adjudicator's contract

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

Provide copies of the contracts

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

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST					
BID NUMBER:	**IDT MPUN04 – MDOE – OHS-8**	CLOSING DATE:	14 August 2024	CLOSING TIME:	12h00
DESCRIPTION	**REQUEST FOR FEE PROPOSALS FOR THE PROVISION OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR CLUSTER 8 ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

IDT Mpumalanga Regional Office:

20 Corner Paul Kruger and Ferreira Street

Absa Square

Nelspruit

1200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Surprise Mthombeni**	CONTACT PERSON	**Syandisa Dlomo**
TELEPHONE NUMBER	**013 752 2200**	TELEPHONE NUMBER	**013 752 2200**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**surprisem@idt.og.za**	E-MAIL ADDRESS	**syandisad@idt.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELMPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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]

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?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

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

3 DECLARATION

I, the undersigned, (name)…… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… Signature	…… Date
…… Position	…… Name of bidder

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

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on ….....20.....,

Mr/Mrs/Ms……

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

(Name of Company) …….....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: ……..

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE…… **DATE**……

C. PARTNERSHIP

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

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

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

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

D. CLOSE CORPORATION

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

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

Mr/Mrs/Ms....., whose signature appears below, has been authorised

to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) …….....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: ……

……..
(PRINT NAME)

IN HIS/HER CAPACITY AS .....**DATE**: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1.....

2.....

E. CO-OPERATIVE

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

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

at.....

Mr/Mrs/Ms....., whose signature appears below, has been

authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....……

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: ….....

IN HIS/HER CAPACITY AS: .....……

DATE: ......……

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: ……

WITNESSES: 1.....

2.....

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on……20……

Mr/Mrs/Ms……,Mr/Mrs/Ms……

Mr/Mrs/Ms……and Mr/Mrs/Ms……..

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) ……..

IN HIS/HER CAPACITY AS: ……..…..

SIGNED ON BEHALF OF (COMPANY NAME): ……..
(PRINT NAME) ……..

SIGNATURE: …….. DATE: ……

IN HIS/HER CAPACITY AS: ……

SIGNED ON BEHALF OF (COMPANY NAME): ……
(PRINT NAME)……..

SIGNATURE: …….. DATE: ……

IN HIS/HER CAPACITY AS: ……

SIGNED ON BEHALF OF (COMPANY NAME): …… (PRINT NAME) …….
SIGNATURE: …….. DATE: ……
IN HIS/HER CAPACITY AS: ……...

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do

so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on……20……

Mr/Mrs/Ms……..

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

on behalf of:

(Name of Consortium) ……..

IN HIS/HER CAPACITY AS: ……

SIGNATURE: …….. **DATE:** ……

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	**80**	
SPECIFIC GOALS	**20**	
TARGETED GROUP		
Women (100%)	6	
Youth (100%)	6	
People with Disabilities (100%)	4	

Black (100%)	4	
Total Points Specific Goals		

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Fee proposals, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women (100%)	6	
Youth (100%)	6	
People with Disabilities (100%)	4	
Black (100%)	4	

Source Documents to be submitted with the Bid or RFQ

*CIPC Document	(Company Registration Document will be required for verification (CIPC DOC))
*Woman	(Originally Certified ID Document)
*Youth	(Originally Certified ID Document)
*People with Disability	(Originally signed and stamped Letter from professionally registered medical doctor indicating Practice number)
*Black Ownership	(Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.

……..
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …… **DATE:**
……

ADDRESS: ……
……

……

FORM OF OFFER AND ACCEPTANCE

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

REQUEST FOR FEE PROPOSALS FOR THE PROVISION OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR CLUSTER 8 ON BEHALF OF MPUMALANGA DEPARTMENT OF EDUCATION.

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 DISCOUNT OFFER (IN %) IS:

…….. . . . . .

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 in full and sign this part of the tender form (offer) will invalidate the tender offer

FORM OF OFFER AND ACCEPTANCE

Acceptance

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

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

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

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

Signature . . . . . Date . . . . . .

Name . . . . . Identity number . . . . . Capacity . . . . . **for the**

Employer The Independent Development Trust (IDT)
20 Corner Paul Kruger and Ferreira Street
Nelspruit
1200

Name and . . . . . signature of witness . . . . . Date . . . . . .