

LIMPOPO PROVINCIAL DEPARTMENT OF EDUCATION

RFQ No: TMT-LDOE-25/26-LDOE-ADDENDUM 17/GT05a

**Appointment of Service Provider to Conduct
Geotechnical Investigations at Mosepedi
Secondary School in Limpopo Province.**

Issued by:

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

Contact

Dakalo Mudzielwana

Tel: +27 11 403 3425

Email: dakalom@themvulatrust.org.za

Summary Offer for Clusters	
Name Bidder	of
Cluster	Offer Amount (Vat Inclusive) carried forward from Form C1.1
5a	R

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Part T1: Tendering procedures
T1.1 Notice and Invitation to Submit Quotations
The Mvula Trust, Polokwane office invites Professionally Registered Service Providers to submit quotations for Conducting Geotechnical Investigations at Schools in the Limpopo Province under the Limpopo Department of Education. The duration to undertake the task is twenty-five (25) Calendar days. The service provider should deploy adequate resources required to be able to meet the timelines.
The issue date shall be the 10 June 2025. You are hereby invited to submit a proposal to The Mvula Trust, in Limpopo Province –at the following address <u>Address:</u> The Mvula Trust 25 Rhodesdrift Street Rhodesdrift Office Park ROP6, Bendor Ext 30 0699
No compulsory briefing meeting will be held.
The closing time for the receipt of quotations is 12h00 hrs, Friday 24 June 2025. All responses must be deposited in the tender box at the Office of The Mvula Trust., situated at, ROP 6 Rhodesdrift Office Park, 25 Rhodesdrift Street, Bendor, Polokwane. Telegraphic, telephonic, telex, facsimile, e-mail and late responses will not be accepted.
Quotations may only be submitted on the tender (RFQ) documentation that is issued.
Requirements for sealing, addressing, delivery, opening and assessment of responses are stated in the Tender Data.

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

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

TMT does not bind itself to accepting the lowest quotation.

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

Enquiries:

All **SCM** enquiries regarding this tender must be forwarded to: Email: dakalom@themvulatrust.org.za with the applicable Bid No. as the subject.

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

T1.2 Tender Data

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

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

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

Clause number	Tender Data
C.1.2	The Tender Documents issued by The Mvula Trust comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Activity Schedule for Value Based Fees Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
C.1.4	The Mvula Trust's agent is: Vongani Chauke Email: vongani@themvulatruster.org.za
C.1.6.2.1	The name of each tenderer whose Tender offer is received will not be announced in public.
C.1.6.3	The two stage-system proposal procedure shall not apply.

C.2.1	Eligibility/ Mandatory Requirements 1. Only suitably qualified tenderers with at least one director who is professionally registered with the Engineering Council of South Africa (ECSA) and/or the South African Council for Natural Scientific Professions (SACNASP) as Professional Engineer, Engineering Technologist or Geological Engineer are eligible to submit the quotation. For JV partners, each director must be professionally registered with the respective council (SACNASP or ECSA) for the JV to be eligible. The service provider and/or its director(s) who is/are prohibited from providing services or is/are listed on the National Treasury database as companies or persons prohibited from doing business with the public sector cannot submit the tender. The service provider and its professionals shall meet the above eligibility criteria, and the key professionals shall consist of the following minimum staff per cluster: 1. 1 x Professional Engineer or Engineering Technologist or Geological Engineer with 3 years' experience post registration. 2. Technician with minimum NQF level 6. The service provider should deploy adequate resources required to be able to meet the timelines NB: The core staff as itemized above must attend the compulsory kick-off meeting with TMT and thereafter be fully involved throughout until completion of the Geotechnical Investigations services. Where the Key Personnel as submitted by the service provider in the tender are NO LONGER AVAILABLE to provide the Geotechnical Investigations service in terms of the contract, the equivalent or more qualified and experienced replacements must be submitted for approval by TMT. Failure to provide the same or equivalent or better team during compulsory the kick-off meeting and/or implementation of the Geotechnical Investigations services could result in the withdrawal of the appointment letter and/or cancellation of the awarded contract. The tenderer must attach his/her organization and staffing proposals to this page.
C.2.13.1	All the parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.2	Return all returnable documents to The Mvula Trust after completing them in their entirety, in hard copies written legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by The Mvula Trust.
C.2.13.9	Only submissions submitted in the tender box will be accepted. Tender offers submitted by facsimile or e-mail will be rejected by The Mvula Trust.
C.3.1.2	The Mvula Trust will consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any qualifying requirements (jointly or individual); 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 Mvula Trust, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.3	Quotation offers received after the closing time will not be returned.
C.3.4.2	The name of each tenderer whose quotation offer is opened will not be announced in public.

C.3.5	A two-envelope procedure will not be followed
C.3.11	The tenders will be evaluated for price and preference. Apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for specific goal.
C.3.12	The tenderer should submit the proof of professional indemnity as part of returnable schedules. Non-submission will result in disqualification of tenderer.
C.3.13	For a tender to be compliant, a tenderer must ensure that: a) the tenderer submits an original valid Tax Clearance Certificate and PIN issued by the South African Revenue Services (SARS) or has made arrangements with SARS to meet outstanding tax obligations, b) the tenderer or any of its directors is not listed on the register of tender defaulter's database in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, c) the tenderer has not: i. abused TMT's SCM procurement process by committing a corrupt or fraudulent act during the bidding process; or ii. listed on National Treasury database as companies or persons prohibited from providing services to the public sector; or d) the tenderer has submitted proof of professional indemnity or any other insurance policies (if required) as part of returnable schedules, e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process. Persons in the employment of organs of state are not permitted to submit Tender or participate in the contract; and f) the tenderer has submitted all required returnable documents as stated in the TENDER DATA As part of risk management, the tenderer gives TMT the right to verify through any other means any submission by the service provider, including through the previous and/or current employers about the tenderer's performance in respect of those contracts.

T.2.1 List of returnable documents

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

Returnable schedules T.2.2 F1, F2 and F3

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire (must be fully completed)
- T2.2.C: Authority of JVs (If Applicable)
- T2.2.D: Proposed amendments and qualifications
- T2.2.E: Schedule of Current Projects (must be fully completed for risk assessment) Annexure D)
- T2.2.F1: Returnable schedule - Proposed project team and staffing with CVs to establish work experience for Risk Assessment. (Annexure C)
- T2.2.F2: Returnable schedule - Provide certified copy of Professional Registration certificate and technical qualifications (if not attached tenderer will be disqualified)
- C1.1 Form of Offer and Acceptance (**Failure to complete and sign will result into disqualification.**)
- SBD 4: Bidder's Disclosure.
- Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chain management processes) Annexure A)
- Certified Copy of Company Registration Annexure B)
- COIDA
- Central Supply Database Registration (CSD) Annexure E)
- Copy of Professional Indemnity Insurance (Annexure F)
- Valid SANAS Certificate of Accreditation in Civil Engineering Material Testing of the Laboratory the bidder intends to use should it be appointed (Annexure G).

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

- C1.1 Form of Offer and Acceptance

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

- C1.1 Form of Offer and Acceptance

5. Other documents that will be incorporated into the contract

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

T 2.2.A - Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

T 2.2. B - Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

T 2.2. C - Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

T 2.2. D - Proposed amendments and qualifications

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

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

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

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

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

1. Specialist x 1 (**Professional registered Engineer or Engineering Technologist or Geological Engineer** with ECSA/SACNASP with 3 years' experience post registration), and
2. Technician (with minimum requirement of NQF level 6).

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

NB: The service provider should deploy adequate resources required to be able to meet the timelines.

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

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

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

Signed		Date	
Name		Position	
Tenderer			

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

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

ANNEXURE A

C3.1 VALID TAX PIN LETTER (SARS)

ANNEXURE B

Insert Certified Copy of Company Registration

ANNEXURE C

Insert Proposed Organisation and staffing Arrangements

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

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

ANNEXURE D

Current Projects

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

**The above will be used for Risk Assessment

ANNEXURE E

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

ANNEXURE F

Insert Copy of valid Professional Indemnity Insurance

ANNEXURE G

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TMT-LDOE-25/26- LDOE-ADDENDUM 17/GT5a	CLOSING DATE:	24 June 2025	CLOSING TIME:	12:00pm
DESCRIPTION	Appointment of Service Providers to Conduct Geotechnical Investigations at Mosepedi Secondary School in Limpopo Province.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
25 Rhodesdrift Street, Rhodesdrift Office Park, ROP 6					
Polokwane					
Limpopo Province					
25 Rhodesdrift Street, Rhodesdrift Office Park, ROP 6					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 T					☐ 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, 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

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

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

Full Name	Identity Number	Name of State institution

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

C1.1 Form of Offer and Acceptance – Cluster 5a

C1: AGREEMENT AND CONTRACT DATA

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

GEOTECHNICAL ENGINEERING SERVICES

APPOINTMENT OF SERVICE PROVIDER TO CONDUCT GEOTECHNICAL INVESTIGATIONS

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

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

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

R (in figures)

..... Rand (in words)

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

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

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

Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

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

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

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

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

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

C1.2 CONTRACT DATA

Part 1 – Contract data provided by The Mvula Trust

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

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

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

	CONTRACT SPECIFIC DATA The following contract specific data is applied to this Contract (particular conditions specified by the employer)
Clause 1	Definitions
1.1	<u>Employer</u> The sponsor is the Limpopo Department of Education (“LDOE”) and the employer according to the contract is The Mvula Trust (“TMT”). The work is to be done for the LDOE as sponsor and as funder and that; the LDOE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the LDOE shall assume full accountability and responsibility and will indemnify the Implementing Agent (“IA”) for any litigation that might arise as a consequence of such intervention. The contracts allow for the assignment of the remaining contractual liabilities of the Tenderers to the LDOE to be implemented by such custodian department.
1.2	<u>Project</u> For the provision of Specialist Services for normal services for planning, design, monitoring of construction and closing out of projects. The project construction scope consists of the construction of water and sanitation infrastructure at schools in Limpopo
1.3	<u>Period of Performance</u> The Estimated Period of Performance is twenty-Five (25) calendar days commencing from the date receipt of instruction to proceed with performing the services from The Mvula Trust until the Close Out Stage and in accordance with the scope of the services
1.4	<u>Service Provider</u> The contracting party may also be a consortium/joint venture and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

1.5	<u>Start Date</u> The Anticipated Start Date will be receipt of instruction to proceed with performing the services from The Mvula Trust.
Clause 3	General
3.5	<u>Location</u> The location for the performance of the Project is various districts in Limpopo Province.
3.6	<u>Publicity and publication</u> The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.3	<u>Changes to Contract Price or Period of Performance</u> The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data The Provision of 3.9.3 do not apply to this contract.
3.12.1	<u>Penalty</u> The following shall apply A penalty amount as indicated below per day will be applicable after the lapse of the period of performance (mutatis mutandis), to a maximum equal to 15% of contract amount, after which the contract may be terminated. The following penalties will be applied 1. Services not completed within the period of performance shall attract a penalty of R 500 per day. 2. Rework due negligence will be at the specialist cost. 3. The Service Provider shall provide a programme for the completion of the scope of works within two (2) days of given a written instruction to proceed with the works.
3.16.1	<u>Price adjustment to time-based fees for inflation</u> Prices are fixed for the duration of the contract.
4.1	<u>Employer's Obligations</u>
4.1.1	<u>Information</u> The Mvula Trust shall timeously provide to the Service Provider, free of cost, all available information and data in The Mvula Trust's possession which may be required for the performance of the Services.

4.1.2	The Mvula Trust shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
	<u>Decisions</u>
4.2	The Mvula Trust shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.
4.3.1	<u>Assistance</u> The Mvula Trust shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Mvula Trust shall as soon as practicable: a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services; b) provide all relevant data, information, reports, correspondence and the like, which become available; c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services; d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
4.3.2	Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on The Mvula Trust's behalf and interpreting and defining The Mvula Trust's policies and requirements in regard to the Services. <u>Services of Others</u>
4.4	The Mvula Trust shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.
4.5	<u>Notification of material change or defect</u> The Mvula Trust shall immediately advise the Service Provider on becoming aware of: a) any matter other than a change in legislation which will materially change, or has changed the Services; or b) a material defect or deficiency in the Services
4.6	<u>Issue of instruction</u> Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of The Mvula Trust, then The Mvula Trust shall issue instructions related to such work, services, contract or agreement only through the Service Provider.
4.7	<u>Payment of Service Provider</u> The Mvula Trust shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract. For payment purposes (refer to Clause 8 of Part C2.1: Pricing Assumptions)
	<u>Insurances to be taken out by the Service Provider</u>

5.4.1	The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data. The Service Provider is required to take out and maintain, for the full duration of the performance of this contract the following insurance cover:
	1. Professional Indemnity Insurance cover of not less than R 2 000 000 (Two Million Rand).
5.5	<u>Service Provider's actions requiring Employer's prior approval</u> The Service Provider is required to obtain The Mvula Trust's prior approval in writing before taking any of the following actions: 1 Replacing any of the key personnel listed by name in the Contract Data. 2 Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract. 2 The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between The Mvula Trust and a contractor, and instructions to contractors requiring significant scope change. 4 Appointing Subcontractors for the performance of any part of the Services. 5 Changes in Scope 6 Changes in drawings 7. Changes in Specification
8.1	<u>Commencement of Services</u> The Service Provider is to commence the performance of the Services within 48 Hours of date that the Contract becomes effective.
8.2.1	<u>Completion</u> Unless otherwise specified in the Contract Data, the Contract shall be concluded when the correct and accurate close out report have been submitted and approved.
8.2.2	The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes: a) additional Services ordered by The Mvula Trust; b) failure of The Mvula Trust to fulfil his obligations under the Contract; c) any delay in the performance of the Services which is not due to the Service Provider's default; d) <i>Force Majeure</i>; or e) Suspension.

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

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

C1.2 CONTRACT DATA (Continued)

Part 2: Data provided by the Specialist Service Provider

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

C2.1 Pricing Instructions

C2.1 Pricing Instructions

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

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

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

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

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

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

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

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

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

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

C2.1.5.1 Typing and duplicating

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

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

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

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

C2.1.5.2 Drawing duplication

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

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

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

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

C2.1.5.3 Forwarding charges

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

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

C2.1.5.4 General

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

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

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

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

C2.1.5.5 Hired vehicles

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

C2.1.5.6 Accommodation

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

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

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

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

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

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

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

C2.1.11 Interim payments to the Service Provider

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

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

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

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

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

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

C2.1.15 Quality Assurance System

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

C2.1.16 Principal Agent of the Client

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

C2.1.17 Other unspecified services

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

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

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

Time based Fee Schedule.

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

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

C2.1.18 Set off

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

C2.2 Activity Schedule

C2.2.1 Activities

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

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

C2.3 Activity Schedule Payment Arrangements

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

C2.3.1. Activity Schedule for Value Based Fees

The amount tendered herein is fixed for the project. It is expected that the service provider will take reasonable care in his pricing and would provide as accurately as possible.

PRICE SCHEDULE A				
Offered Fees Proposal for Cluster 5a				
The preference point system for this cluster is 80/20				
District Municipality	No. Of Schools	Specialist Fees Amount (R) (A)	Disbursements Amount (R) (B)	Total Amount (R) (Excl. Vat) A + B
Capricorn District	1			
Sub-Total (Excl Vat)				
Contingency @ 5%				
Total Offer (Excl Vat)				
Vat @ 15%				
Total Offer (to be carried forward to Form of Offer) (Incl Vat)				
TIME BASED FEES (HOURLY RATE / RATE ONLY)				
ITEM NUMBER	KEY STAFF			HOURLY RATE FIXED (Rate Only) (Rate must be VAT Inclusive)
1	Professional Engineer or Engineering Technologist or Geological Engineer			
2	Technician with minimum NQF level 6			

NOTE:

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

iii. Scope of Work

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

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

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

i. Geotechnical Investigations

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

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

ii. Deliverables

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

b) Additional Project Information

C3.3.1 Location of the Project

The projects are located in Limpopo: Capricorn district municipality. Tenderers are to note that the schools are located in rural areas.

C3.3.2 Co-operation with other services providers

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

C3.3.3 Design innovation

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

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

C3.3.4 Access to land/buildings/sites

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

C3.3.5 Software application for programming

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

C4 Site Information – Mosepedi Secondary School

Name of School	National Emis Number	Local Municipality	Education District	Circuit	GIS_Lat	GIS_Long	Type of Infrastructure
Mosepedi Secondary School	923260918	Polokwane	Capricorn South	Lebowakgomo	-24,191746	29,262430	Water, Sanitation and Fencing

