



DEVELOPMENT THROUGH PARTNERSHIP

**APPOINTMENT OF A SERVICE PROVIDER TO RENEW A
KOFAX LICENSE FOR A PERIOD OF 12 MONTHS**

VOLUME 1 OF 4: INSTRUCTION TO BIDDERS

For cidb

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1 GLOSSARY OF TERMS

For purposes of this document, the following definitions are used and all references to legislation are to legislation as amended from time to time:

- 1.1 **“BBBEE”** has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;
- 1.2 **“Bid”** means a proposal submitted by a Bidder in response to this RFP;
- 1.3 **“Bidder”** means an owner/entity/ joint venture/ consortium who having received the RFP intends to respond thereto by submitting a proposal;
- 1.4 **“Black People”** has the meaning defined in the Broad Based Black Economic Empowerment Act 53 of 2003;
- 1.5 **“Consortium”** means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;
- 1.6 **“Constitution”** means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7 **“cidb”** means the Construction Industry Development Board;
- 1.8 **“Government”** means the Government of South Africa constituted in terms of the Constitution, any one or more of the three spheres of Government being national, provincial and municipal;
- 1.9 **“Management Control”** means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise
- 1.10 **“Member”** means, with respect to a Bidder, which is a Consortium, each member thereof, including each Relevant Entity
- 1.11 **“PFMA”** means the Public Finance Management Act, Number 1 of 1999;

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- 1.12 **“Project”** means the appointment of a service provider to renew a kofax license for a period of 12 months
- 1.13 **“Project Officer”** The Officials authorised by the cidb to interact with Bidders for this RFP as named in this document;
- 1.14 **“Bidder”** means owner/ entity/ joint venture/ consortium responding to the RFP;
- 1.15 **“RFP”** means the request for proposal issued by the cidb which is made up of the following:
- (i) Volume 1 of 4: Instructions to Bidders,
 - (ii) Volume 2 of 4: SBD Forms
 - (iii) Volume 3 of 4: Terms of Reference
 - (iv) Volume 4 of 4: General Conditions of Contract
- 1.16 **“Successful Bidder”** means the Bidder who following evaluation of its proposal in response to the RFP is selected by the cidb as the party with whom to conclude the Service Level Agreement;
- 1.17 **“ZAR” or “Rand(s)”** means the South African Rand, being the official currency of South Africa.



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2 BID SUBMISSION

- 2.1 The cidb provides the information which is contained in or sent with this RFP or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.
- 2.2 This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the cidb to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. The cidb is not obliged to accept any response to this RFP.
- 2.3 Bidders to this RFP will be deemed to have satisfied themselves as to the authority of the cidb to procure the Project and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and municipal level).
- 2.4 Bidders are therefore, at any stage of the Project, not entitled to request any additional information, advice or opinion from any of the officials of the cidb.
- 2.5 Each Bidder to whom this RFP (and other related documents) is made available must make his, her or its own independent assessment of the Project.
- 2.6 While reasonable care has been taken in preparing this RFP and other related documents, it does not purport to be comprehensive or to have been verified by the cidb, its officials, employees, advisors or any other person. The cidb, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this RFP or other related documents.
- 2.7 No representation or warranty, express or implied, is or will be given by the cidb, or any of its officers, employees, servants, agents or advisors with respect to the information or opinions contained in this RFP or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 2.8 The cidb reserves the right to amend, modify or withdraw this RFP, or to amend, modify or terminate any of the procedures or requirements of the RFP at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.
- 2.9 If any Bidder or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the cidb, consultant to the cidb on the Project either directly or through an intermediary then, such Bidder or Bidder will be disqualified forthwith from participating in the procurement of the Project.

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3 BIDDERS' DUE DILIGENCE

3.1 Upon receipt of proposals from Bidders, the cidb will assume that the Bidder has sufficiently familiarized themselves with the content of the RFP, its volumes, schedules and related annexures.

4 COMPULSORY BRIEFING SESSION

4.1 No compulsory briefing session is applicable for this bid.

5 BID DOCUMENTS

5.1 RFP documents, are obtainable from the cidb website: www.cidb.org.za

6 SUBMISSION OF PROPOSALS

6.1 Closing date

Bidders must submit their proposals on the **14 December 2020** not later than **11h00** at **Reception, cidb Head Office, SABS Campus, Block N & R, 2 Dr Lategan Road, Groenkloof, Pretoria** in the **Tender Box**.

Faxed and Emailed submissions will not be accepted.

6.2 Postponement of closing date

The cidb reserves the right to postpone the submission date as indicated in Clause 6.1 above, however, Bidders should not pre-empt or rely on any postponements of the submission date as the cidb does not foresee any reasons for postponement at this stage.

6.3 Late submissions

No late submissions will be accepted by the cidb.

6.4 Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this RFP will be marked as incomplete, and may, at the cidb's sole discretion, be rejected.

6.5 Proposals to be considered

Only proposals submitted by Bidders will be considered for evaluation.

6.6 Correction of Errors

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The complete Proposals shall be submitted without alterations, erasures or omissions, except those to accord with instructions issued by the Project Officer through Briefing Notes, in which case, such corrections shall be initialled in black ink by the person or persons signing the proposal.

6.7 **Amendments to Proposals**

The cidb reserves the right, subject to compliance with legal administrative requirements, to request and accept any amendment to or modification of any aspect of any proposal from any selected or Successful Bidder at any time.

6.8 **Cost of Submitting Proposals**

6.8.1 Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its proposal(s), including all its own costs incurred on any of the stages in the procurement process.

6.8.2 Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this RFP or other applicable legal requirements, then the cidb shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to the cidb flowing from such termination.

7 **RFP LIAISON STRUCTURE**

7.1 The cidb has implemented a liaison structure whereby the Project has been allocated a Project Officer, Ntebo Ngozwana.

7.1.1 Bidders are advised to address all correspondence relating to this Project to the following people as indicated below:

Technical Queries: Matthews Mphuthi

Telephone: +27(12) 482 7228

E-mail: MatthewsM@cidb.org.za

Bidding Process: Sphiwe Mlangeni

Telephone: +27(12) 482 7328

E-mail: SphiweM@cidb.org.za

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- 7.1.2 All correspondence from the Bidder should be addressed to the Project Officer and must be signed by an authorised person or persons, legally binding the Bidder. All such signatures must indicate the name(s) of the person(s) signing them, their position(s) and the name of their organisation.
- 7.1.3 Any additional information, responses to queries and/or changes to the RFP will be communicated to Bidders in the form of Briefing Notes. Bidders are advised to ensure that they have received all issued Briefing Notes.
- 7.1.4 Bidders may ask for clarification on this RFP invite up to 5 (five) business days before the closing date specified for this RFP.

8 GENERAL PROPOSAL REQUIREMENTS

8.1 Format of Proposals

8.1.1 Signing requirements of a single entity

- 8.1.1.1 Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors
- 8.1.1.2 , or its equivalent, of the organisation concerned. Copies of such an authorisation, authorising the signatory to the proposal, resolution, properly dated, must accompany each proposal in the format provided in the RFP.
- 8.1.1.3 In addition, the signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.1.2 Signing requirements of a consortium or joint venture

- 8.1.2.1 Proposals submitted by a consortium or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 8.1.2.2 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.

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- 8.1.2.3 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.
- 8.1.2.4 A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.
- 8.1.2.5 The consortium/joint venture must submit a consortium/joint venture BBBEE certificate.
- 8.1.2.6 In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.1.3 Format of submissions

- 8.1.3.1 Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub-paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.
- 8.1.3.2 All proposals should be submitted in the format as prescribed (in PDF and MS Word or Microsoft compatible products) and according to the following instructions:
 - 8.1.3.2.1 **1 (one) original** printed and in an arch lever file and full **1 (one) electronic copy** saved in a memory stick clearly marked.
 - 8.1.3.2.2 Only proposals completed in English will be accepted.
 - 8.1.3.2.3 The onus is on the Bidder to submit all relevant information.
 - 8.1.3.2.4 Bidders must warrant that copy 1, together with the electronic copy, are identical to the submitted original and accept that any inconsistency between the original submission and any copy(ies) will be at their sole risk.

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8.1.3.2.5 Bidders are nonetheless requested to avoid unnecessary duplication or repetition of information, and not to submit irrelevant information.

8.1.4 Identification of Proposal document

8.1.4.1 Bidders should prepare and submit proposals that are clearly and visibly identifiable as a **Proposal for Tender Number CIDB/007/2021** and include the following information on the outside of the Proposal:

- Name of the Bidder;
- Tender number;
- Bid description;
- “Original” or “Copy” clearly indicated;
- Date of submission; and
- Identification of each Proposal parcel.

8.1.4.2 Each and every Proposal parcel included in the proposal document should clearly indicate the following information:

- Name of Bidder;
- Tender number;
- Bid description;
- “Original” or “Copy” clearly indicated; and
- Parcel identification including volume description

9 PROPOSAL VALIDITY

9.1 Validity Period

Proposals shall remain valid and open for acceptance for a period **120 days from** the closing date, and any agreed extension of the validity period.

9.2 Extensions to the Validity Period

The cidb may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.

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10 QUALIFICATION AND EVALUATION

10.1 Evaluation Structure

10.1.1 The cidb has formed a series of bodies to undertake the evaluation process against the stated evaluation criteria. There will be a 3 (three) tier approach, being:

10.1.1.1 the Bid Evaluation Committee, comprised of officials from the cidb and any other government official(s) or external expert(s), who may be appointed by the accounting officer in writing, to provide professional advice and input regarding the, technical, financial, and BBEE aspects of the proposals, reporting to the Bid Adjudication Committee. The Bid Evaluation Committee, assisted by its sub-committees on technical, financial, and BBEE aspects, shall evaluate the proposals received from the Bidders.

10.1.1.2 the Bid Adjudication Committee comprised of the cidb's officials and any other government official(s) or external specialist(s) or expert(s) will consider the recommendations from the Bid Evaluation Committee on the Successful Bidder. The Bid Adjudication Committee will, on the basis of the recommendations received from the Bid Evaluation Committee, further recommend to the Accounting Officer the outcome of the Bid Evaluation Committee's report.

10.1.2 The Accounting Officer reserves the right to modify and amend the above procedures, subject to applicable law at its discretion in appropriate circumstances. Bidders will be notified of any material changes.

10.2 Evaluation Approach

10.2.1 The cidb has adopted a two (2) stage approach in assessing, analysing and evaluating Proposals, being:

10.2.1.1 **First stage:** Administrative. / Mandatory Requirements

10.2.1.2 **Second stage:** Price and B-BBEE

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10.3 First stage: Administrative/Mandatory Requirements

The Bidders must fully comply with the Mandatory requirements and those bidders who fail to comply will be disqualified from the process.

10.4 Second Stage: Price and BBEE

10.4.1 Subsequent to the administrative /mandatory requirements, the second stage of evaluation of the Bids will be in respect of price and preferential procurement only.

10.4.2 Price proposals should be submitted in South African Rand including Value Added Tax (**VAT**)

10.4.3 The bidder shall provide the price proposal as follows:

10.4.4 **PLEASE NOTE: BIDDERS THAT OMIT AN ITEM FROM THE PRICING SCHEDULE CANNOT ADD THE ITEM ONCE THE TENDER HAS BEEN AWARDED.**

Description	Qty	Total Exc. VAT
1. Kofax license renewal for 12 months	1	
2. Kofax support for a period of 12 months.	1	
Total bid price excluding VAT		R
VAT @ 15%		R
Total Bid Price Including VAT		R

10.4.5 The tenders will be evaluated on the basis of the point system as stipulated in the PPPFA. The bidder who achieves the highest total points out of 100 (hundred) will be recommended by the Bid Evaluation Committee (BEC) as the preferred tenderer. In compliance with the Preferential Procurement Regulations 2017, the 80/20 principle will apply for tender prices between the threshold of R30 000 (thirty thousand) to R50 000 000 (fifty million). The 90/10 principle will apply for tender prices with a Rand value above R 50 000 000 (fifty million).

10.4.6 Where it is unclear which preference points system will be applicable, 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.

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

10.4.8 The cidb reserves the right to negotiate price with the preferred bidder.

10.5 Determination and announcing of Successful Bidder

The cidb, through the accounting officer shall determine and select a Successful Bidder, after having considered the recommendations prepared by the Bid Evaluation Committee and the report(s) of the Bid Adjudication Committee based on the Bid Evaluation Committee’s recommendations.

11 CONFIDENTIAL INFORMATION

11.1 Bidders agree to keep information provided pursuant to this RFP confidential (“**Confidential Information**”).

11.2 All Confidential Information provided (including all copies thereof) remains the property of the cidb and must be delivered to the cidb on demand.

11.3 By receiving this RFP each Bidder and each of its Members agree to maintain its submission in response to this RFP confidential from third parties other than the cidb and its officials, officers and advisors who are required to review the same for the purpose of the procurement of the Project.

11.4 The Confidential Information provided by the cidb may be made available to a Bidder’s Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).

11.5 Bidder’s Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of the cidb.

11.6 The Confidential Information may not be used for any other purpose than that for which it is intended.

11.7 All Confidential Information provided (including all copies thereof) remains the property of the cidb and must be delivered to the cidb on demand.

11.8 Bidders, Relevant Entities, members, employees and professional advisors may be required to sign confidentiality agreements.

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12 INTELLECTUAL PROPERTY

All materials and data which are submitted by Bidders shall become the sole property of the cidb, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

13 INDEMNITY

Bidders shall be deemed by their submission of a proposal to agree to indemnify the cidb and hold it harmless from any claim or liability and defend any action brought or legal step against the cidb for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

14 GOVERNING LAWS AND RULES

14.1 The primary enabling legislation for the Project is the PFMA together with the cidb Act, which regulate and create the competency of the cidb to procure and implement the Project.

14.2 This RFP is issued by the cidb in terms of the cidb Act and SCM read with the PFMA, as the formal step of the procurement process.

14.3 Procurement of the Project will be carried out following prescribed legislation, which includes the Constitution, the Preferential Procurement Policy Framework Act, Number 5 of 2000 and the PFMA.

14.4 Bidder’s Responsibilities

14.4.1 If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this RFP, the Bidders should notify the cidb and the cidb will provide clarification as to the intended position.

14.4.2 To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the RFP, but such inconsistency is not identified by any Bidder and/or clarified by the cidb prior to submission of the Bidder’s Proposal, the terms of the General Conditions of Contract shall prevail.

14.5 Contact Policy

14.5.1 Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of the cidb or any other cidb’s official(s) who may be associated with this solicitation (other than the Project Officer), without the prior written approval of the Project Officer save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.



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14.5.2 This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of the cidb.

14.5.3 Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of the cidb or any of the cidb official(s) engaged in the Project, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

14.6 Corruption

14.6.1 The cidb is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Project.

14.6.2 If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or other gratuity to any public official or employee of the cidb, relevant authority, or consultant to the cidb on the Project either directly or through an intermediary, the cidb reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.

14.6.3 The cidb and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. The cidb reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

14.7 No partnership, No offer

14.7.1 This RFP, initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with the cidb shall enter into a Service Level Agreement.

14.8 Independent Submission

14.8.1 By responding to this RFP each Bidder and its constituent Members certifies that:

14.8.1.1 its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.

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14.8.1.2 unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and

14.8.1.3 no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition.

14.8.2 The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

14.8.3 Any material failure on the part of a Bidder to comply with the Mandatory Response Requirements and Essential Minimum Requirements in this RFP, to the extent that same are not waived by the cidb, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

14.9 Grounds for Disqualification

14.9.1 The following events, in addition to any other events contained in this RFP, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in the cidb's determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

14.9.1.1 an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member.

14.9.1.2 past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the Project procurement process, or any other government procurement process.

14.9.1.3 an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).

14.9.1.4 Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Project on any matter concerning the Project at any time during the Project procurement process, without due authority of the Project Officer, shall be disqualified from further participation in the procurement process.

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- 14.9.1.5 Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.
- 14.9.1.6 Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for the cidb constitutes a ground for disqualification.

14.10 Undertaking by Bidders

14.10.1 By signing a submission in response to this RFP, each Bidder signatory warrants that save as disclosed in writing to the cidb , the response to the RFP and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to the cidb, each Member of the Bidder has:

- 14.10.1.1 not passed a resolution nor is the subject of an order by the court for the company's winding-up.
- 14.10.1.2 not been convicted of a criminal offence relating to the conduct of its business or profession.
- 14.10.1.3 not committed an act of grave misconduct in the course of its business or profession.
- 14.10.1.4 fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.
- 14.10.1.5 not made any misrepresentation in providing any of the information required in relation to the above; and
- 14.10.1.6 not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

15 INCORRECT OR MISLEADING INFORMATION

The cidb may disqualify any Bidder and/or revoke any decision in respect of the selection of a Successful Bidder or the announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Bidder or its constituent members, advisors and/or agents provided in response to this RFP.

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