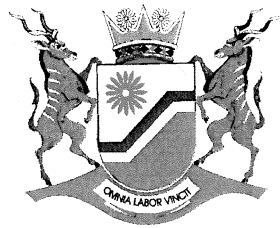


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: EDU/154/23/MP

**APPOINTMENT OF SERVICE PROVIDERS TO CARRY
OUT CONDITION ASSESSMENT OF THE
MPUMALANGA DEPARTMENT OF EDUCATION
SCHOOLS AND ADMINISTRATIVE SUPPORT
INFRASTRUCTURE FACILITIES IN LINE WITH
NATIONAL EDUCATION FACILITIES MANAGEMENT
SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A
PERIOD OF ONE (01) FINANCIAL YEAR.**

ISSUED BY:

Department of Education
Private Bag X11205
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	EDU/154/23/MP	CLOSING DATE:	06 OCTOBER 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Moira Olivier		CONTACT PERSON	Mr. Karabo Mathebula	
TELEPHONE NUMBER	013 766 5278		TELEPHONE NUMBER	013 766 5645	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	m.olivier@mpuedu.gov.za		E-MAIL ADDRESS	k.mathebula@mpuedu.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> 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.

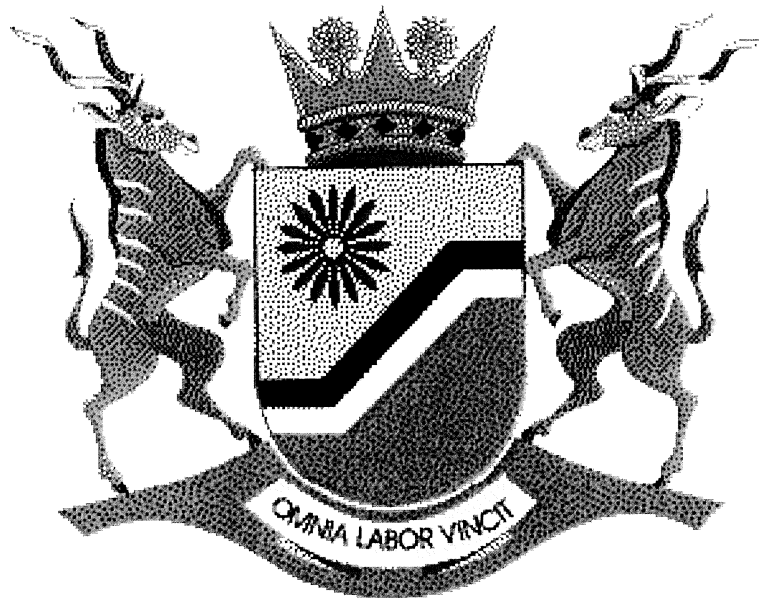
SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF EDUCATION



APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

1. DEFINITIONS

In this policy, unless the context indicates otherwise the following words or expressions have the same meanings as defined below: -

1.1.	Bid/tender	The concepts are used interchangeably and they mean a written offer, in the form determined by instruction, in response to an invitation for the procurement of goods or services or other form of procurement through a price quotation, a competitive bidding process, a limited bidding process or any other method envisaged in the Act.
1.2.	Bidder/tenderer	means any person/enterprise which has submitted a bid.
1.3.	Black people	as defined in the Broad-Based Black Economic Empowerment Act, (Act No 53 of 2003), is a generic term which means Africans, Coloured and people of Indian origins.
1.4.	Conditions of Tender	means a document of the procedures, the manner in which those engaged in the procurement process are to behave, the obligations of the tenderer and the undertakings of the Department. The Conditions of Tender are distinct from both the General Conditions of Contract and the Special Conditions of Contract.
1.5.	Contract	means any written agreement entered into between the purchaser (i.e. Departments) and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein as defined in the General Conditions of Contract.
1.6.	Contract price	means the price payable to the supplier under the contract for the full and proper performance of contractual obligations as defined in the General Conditions of Contract.
1.7.	Consortium or Joint Venture	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.
1.8.	Disability	in respect of a person, means, a permanent impairment of a physical, intellectual, or sensory function which results in restricted, or lack of ability to perform an activity in the manner or within the range considered normal for a human being.
1.9.	Department	means Mpumalanga Department of Education
1.10.	Functionality	means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability, skills, experience and durability of a service or commodity.
1.11.	Historically Disadvantaged Individual	means a South African citizen who due to the apartheid policy had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, (Act No 200 of 1993) ("the Interim Constitution); and/or who is a female; and/or who has a disability: provided that a person who obtained South

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

		African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a Historically Disadvantaged Individual.
1.12.	Highest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
1.13.	Individual	means a natural person.
1.14.	Lowest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
1.15.	Local Labour	means South African residents who permanently reside in the specific municipal or sub-catchment area of jurisdiction where the project is implemented.
1.16.	Price	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
1.17.	Person	includes reference to a juristic person.
1.18.	Public auction	means a traditional “open cry” auction where it is not practical to apply a system of preference. Examples include events facilitated by an auctioneer during asset disposal auctions; auction of unwanted goods; staff auctions and so on.
1.19.	80/20-point scoring system	refers to the point system prescribed in regulations 3 and 5 of the regulations issued in terms of section 5 of the PPPFA.
1.20.	Rand value	means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
1.21.	Small, Medium, and Micro Enterprises	means small businesses; as defined in section 1 of the National Small Business Act, (Act No, 102 of 1996). A separate and distinct business Department , including co-operative enterprises and non-governmental organisations, managed by one or more owners which (including its branches or subsidiaries, if any) is predominantly carried on in any sector or sub sector of the economy mentioned in Column I of the Schedule and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying criteria 40 as mentioned in columns 3; 4 and 5 of the Schedule opposite the smallest relevant size or class (as mentioned in column 2 of the Schedule).
1.22.	Specific goals	means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
1.23.	Tender for income-generating contracts	means a written offer in the form determined by a Department 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 Department and a third party that

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

		produces revenue for the Department , and includes. but not limited to, leasing and disposal of assets and concession contracts. However, direct sales and disposal of assets through public auctions are excluded.
1.24.	The Act	means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
1.25.	The Constitution	means the Constitution of the Republic of South Africa (Act No.108 of 1996).
1.26.	Youth	means persons between the ages of 14 and 35 as per the National Youth Development Agency Act (Act No.54 of 2008).
1.27.		

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

ABBREVIATIONS

The following abbreviations are used throughout this document:

Abbreviation	Description
CIDB	Construction Industry Development Board
CIW	Capital Improvement Works
CSI	Corporate Social Investment
ECD	Early Child Development
EF	Education Facility
EFMS	Education Facilities Management System
FF&E	Furniture, Fittings and Equipment
GIAMA	Government Immovable Asset Management Act
HDI	Historically Disadvantaged Individual
HoD	Head of Department
MDoE	Mpumalanga Department of Education
NEIMS	National Education Infrastructure Management System
PFMA	Public Finance Management Act (Act No.1 of 1999).
PPPFA	Preferential Procurement Policy Framework Act (Act No.5 of 2000)
PPR	Preferential Procurement Regulations of 2022
RDP	Reconstruction and Development Programme
SCM	Supply Chain Management
SLA	Service Level Agreement
SMME	Small, Medium and Micro Enterprises

SECTION A: GENERAL SPECIFICATION INFORMATION

1. BACKGROUND

Section 5(1)(d) of the Government Immovable Asset Management Act (No. 19 of 2007) (GIAMA) requires that immovable assets that are currently used be kept operational to function in a manner that supports service delivery. Thus Section 13 (1) (d) (ii to vi) of GIAMA requires government institutions to assess the performance and condition of an immovable asset at least every five years to determine the maintenance required to return the immovable asset to the state in which it would provide the most effective service and identify intervention and/or maintenance activities required with associated costs.

With regard to the education sector, sections 5A, 12 and 58C of the South African Schools Act (SASA) (No. 84 of 1996) emphasise the need to conduct Condition Assessment on a regular basis in order to obtain the most up-to-date, authentic and reliable information on the number, location, condition and functional adequacy of all the existing Education Facilities. The Condition Assessment facilitates and improves the reporting and planning processes carried out by the department pertaining to:

- (a) Infrastructure provisioning with respect to the required Capital Improvement Works (CIW) on New Projects, Replacement Projects and Renewals (i.e. Upgrades, Additions, Retrofitting, Renovations, and/or Refurbishments);
- (b) Required maintenance interventions on existing facilities;
- (c) Objective prioritisation of projects for required infrastructure interventions on various education facilities across the country;
- (d) Budgeting processes for the required infrastructure interventions; and
- (e) Reliable reporting on education infrastructure backlogs, progress made and *status quo* of any education facility.

2. AIM

The Mpumalanga Department of Education requires the service of a service provider to carry out condition assessment and capturing same onto the Education Facilities Management System (EFMS), for all Mpumalanga Department of Education's public schools and education support infrastructure facilities. The condition assessment and capturing will be executed over a period of 12 months. The service provider will be required to carry out the following:

- Carrying out condition assessment on 1673 public schools (1653 public ordinary and 18 special schools) in accordance with the National Education Infrastructure Management System (NEIMS)

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

guidelines hereafter called NEIMS Condition Assessment, and condition assessment of 64 education National Education Infrastructure Management System (NEIMS) support facilities (4 district offices, 51 circuit offices, 6 EDC centre, 1 examination center and 1 Maths, Science and Technology Academy, quality assurance of all the condition assessment and capturing all the NEIMS condition assessments onto the EFMS.

a) Number of Schools per District

Districts	District Offices	Circuit Offices	Exam Centers	EDC	Public schools	Special schools	Other Facilities
Bohlabela	1	11	0	2	376	2	2
Ehlanzeni	1	10	1	2	355	3	2
Gert Sibande	1	6	0	3	435	6	5
Nkangala	2	14	1	6	507	7	4

- Carrying out condition assessment on 1673 public schools (1653 public ordinary and 18 special schools) in accordance with the guidelines hereafter called NEIMS Condition Assessment, and condition assessment of 38 education support facilities (2 district offices, 34 circuit offices, 1 examination centers and 1 Maths, Science and Technology Academy), quality assurance of all the condition assessment and capturing of the 1673 NEIMS condition assessments onto the EFMS.
- All quality checked condition assessment reports for each infrastructure facility will be provided in:
 - Two bound hard copies of the condition assessment of each facility, printed in color.
 - Electronic copies of the bound condition assessment reports for all facilities to be submitted on an external hard drive or memory stick.
- All the submitted electronic information should be kept by the service provide for a period of 24 months, and hard copies to be submitted to the Department for safe storage.

3. SPECIFICATIONS

The service provider shall be required to specifically carry out the following:

- NEIMS condition assessments on site
- Quality check as per the SLA agreement
- Compiling bound hard color copy and electronic copy for each facility; and

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

- d) Capturing the condition assessments onto the EFMS.

The Comprehensive Baseline Condition Assessments cover both immovable and movable assets, where the following areas are assessed:

- (a) The number and location of various Education Facilities (EFs);
- (b) The condition of outdoor amenities;
- (c) The physical condition of all the buildings found in an EF;
- (d) Functional adequacy based on available Functional Spaces as a function of the number of facility users and business objectives of an EF;
- (e) The condition, adequacy, and reliability of the available Basic Services (Water, Sanitation and Power);
- (f) The condition, suitability (age appropriateness and appropriateness for People with Disabilities, where they are found) and adequacy of the available Furniture, Fittings and Equipment (FF&E);
- (g) The condition, adequacy and availability of Operating Systems, including ICTs/Technology; and
- (h) The extent to which the EFs are well-looked after generally and required minor maintenance interventions carried out on an ongoing basis as part of the General Upkeep and Maintenance Process.

3.1 Condition Assessment of Schools and Education Support Facilities

3.1.1 Condition Assessment for Schools

Condition assessment will be done for all public ordinary and public special schools. A total of 1673 public schools including 47 Boarding Schools and 18 public special schools will be assessed over the period of one year. The numbers may however change to new schools being built or some small and unviable farm schools being closed during the duration of the contract. The changes in number of schools will then be communicated to the service provider for inclusion and / or exclusion, whichever the case may be. Such changes will not increase or reduce the contract duration.

The condition assessment of all schools will be done in accordance to the requirement of the National Education Facilities Management System (NEIMS) guidelines. The standard NEIMS conditions assessment forms will be used for the condition assessment of all schools and will be correctly and accurately completed. All the relevant pictures will be taken in line with the guidelines given on the NEIMS condition assessment forms.

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

A Template of the NEIMS Condition Assessment Form to be completed for every school is attached to this Specification as **Annexure A**.

It will be the responsibility of the service provider to make prior arrangements with the school principals/school management to ensure access to the school. Any fruitless and wasteful expenditure for travelling to schools emanating from the service provider having not made prior access arrangements with the school principals will not be borne by the Department. Travel costs resulting from the service provider having to go back to a school for verification or collection of additional information omitted on the first visit shall not be borne by the Department.

3.1.2 Condition Assessments of Circuit Offices

The Department has a total of 68 circuit offices located in 51 buildings, from the 51 buildings circuits are sharing in 24 buildings and 27 buildings located in stand-alone buildings. NEIMS condition assessment of such will be done under the assessment of the schools. NEIMS Condition Assessment guidelines and forms guide the condition assessment of circuit offices. NEIMS Condition Assessment Forms will be fully and accurately completed for all the circuit offices.

Prior arrangements have to be made with District directors, ECD managers & circuit managers regarding the service provider's accessing the circuit offices for the purpose of condition assessment. Any fruitless and wasteful expenditure for travelling to circuit offices without prior access arrangements with circuit managers will not be borne by the Department. Travel costs resulting from the service provider having to go back to a school for verification or collection of additional information omitted on the first visit shall not be borne by the Department.

3.1.3 Condition Assessment of District Offices

The Department has a total of four districts with a total of five district offices that are housed on properties owned by the Department and that have to be assessed. Nkangala district has two offices that are on two adjacent sites and these are considered as two facilities. The NEIMS condition assessment of circuit offices in accommodated in schools will be done under the assessment of the schools.

NEIMS Condition Assessment forms will guide the condition assessment of the district offices. NEIMS Condition Assessment Forms will be fully and accurately completed for all the district offices' infrastructure facilities. Where modifications will be required on the NEIMS Condition Assessment

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

template / form to suit district offices, the service provider will liaise with the Department's Property Management section.

3.1.4 Condition Assessment of District Examination Offices

The Department has a total of four (4) examination offices located in districts. Ehlanzeni and Gert Sibande districts have their examination buildings located within the premises of the main district offices. The service provider will be required to carry out condition assessment for Nkangala and Bohlabela districts' examination centres.

3.2 Quality Control and Quality Checking of the Completed Condition Assessments

It is the service provider's responsibility to carry out a quality check of all condition assessments in terms of the correctness and accuracy of the information. The condition assessments must indicate a true description of the infrastructure condition, size and facilities on site. The service provider will be responsible for the cost of any corrective works or re-assessments in cases where the quality control process reveals inaccurate information.

3.2 Preparation of Hard Copies and Electronic Copies for Assessed Facilities

The service provider will be required to submit the following as output of the NEIMS condition assessment of the department's facilities:

- a) One hard copy of the NEIMS Conditions Assessment Report bound for each of the facilities assessed.
- b) Two external hard drives, each containing the total number of reports for the NEIMS Condition Assessment reports for all facilities whose condition was assessed.

3.4 Resource Requirements for NEIMS Condition Assessment

The following are the minimum resource requirements for the assignment (NEIMS condition assessment and capturing of the assessments onto the EFMS) that the service provider should have.

3.4.1 Human Resources – (Key Staff).

- a) Project Manager – A professionally registered professional with a degree in the built environment plus a minimum of 10 years' post qualification experience.

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

- b) Four (4) professionals with a minimum of an N6 built-environment qualification plus a minimum of 5 years' post qualification experience. As a minimum, the appointed team must have the following registered professionals:
 - i. Architect;
 - ii. Civil Engineer;
 - iii. Electrical/Mechanical Engineer; and
 - iv. Quantity Surveyor.
- c) Where specialist work needs to be carried out, e.g. on HVAC System or Conveyance System, professionals in such specialist fields should be included as part of the PSP Team to provide services in those specialist areas.
- d) Walk-through Surveys:
 - i. Must be led by a registered professional, either an Architect, Civil Engineer or Building Technologist with requisite experience in buildings; and
 - ii. No person with less than 5 years of experience in the built environment should play a key role on the Walk-through Surveys. This does not preclude exposure of trainees on this type of work.

3.4.2 Physical Resource Facilities.

- a) The service provider will be required to provide proof of ownership or leased office facilities.
- b) Proof of ownership or leased five light vehicles dedicated for the project.
- c) Gadgets (using Andriod v10) for electronic capturing of on-site data
- d) Computers/laptops (specify number)
- e) Office colour printer, copier and scanners (give specification in terms of size).

3.5 Capturing of NEIMS Condition Assessments onto the Education Facilities Management System (EFMS).

The service provider, after carrying out a quality check of all the NEIMS Condition Assessments will capture all the 1673 public ordinary schools, which include 18 public special schools and 64

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

education support facilities, onto the Education Facilities Management System to create an updated property register / database for the Department.

The capturing of all the NEIMS condition assessments onto the EFMS will be carried out in two months. The mandatory training of EFMS will be provided by DBE.

Quality checking of the NEIMS Condition Assessments capturing will be the responsibility of the Service Provider. Extraction of relevant reports and information from the EFMS will be demonstrated as part of the commissioning of the captured revised property register/database.

3.6 Availability of Information at the Service Provider After Completion of the Assignment

The service provider is required to keep the records of all the NEIMS condition assessments reports for a period of two-four (24) months after completion of the service. During the two-year period, the Department may request for some information from the service provider.

3.7 Reporting and Monitoring

The bidder will be required to provide weekly feedback to the Department property management sub-directorate on progress to enable the monitoring of the results and outputs.

Routine progress reporting will be based on milestones and deliverables, as defined by the service provider, agreed to by the Department, and based on the prevailing reporting protocols. This will include other ad-hoc reporting will be required as and when unplanned events occur.

3.8 The Pricing Schedule

3.8.1 Condition Assessments

3.8.2 Capturing of the NEIMS Condition Assessments onto the EFMS

3.8.3 Transportation Cost (Department of Transport rates will be used)

SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

4. PREFERENCE POINTS IN TERMS OF PPPFA

Bid Evaluation Methods

- a. Evaluation in terms of compulsory returnable documents
- b. Evaluation in terms of functionality criteria and in terms of the preference point system

4.1 Stage 1: Returnable Documents

4.1.1 Compulsory returnable documents

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

Section	Compulsory Returnable Documents	Attached YES/NO
1.	The bid document must be securely bound. All attachments to the bid documents should be initialed in each page.	
2.	Invitation to Bid (SBD 1) must be fully completed.	
3.	Fully completed Pricing Schedule.	
4.	Fully completed SBD4 (Declaration of Interest).	
5.	A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, the bid proposal will be considered as being non-responsive and shall be disqualified. Tax status must remain compliant for the duration of the bid validity period.	
6.	Copy of CIPRO/ CICPC Company registration documents indicating each director as a shareholding.	
7.	If the bidder is a joint venture/consortium/partnership, an originally certified copy of such an agreement and a resolution by each party to such a venture/consortium/partnership authorizing its participation in the bid should be attached. If the bidder is not a joint venture/consortium/partnership, this section is not compulsory.	

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8. 10	Originally certified copies of the identity documents /valid passports of all the directors of the entity. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
9. 11	Attach a detailed Central Supplier Database (CSD) report (printout).	

N.B. BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS AS LISTED ABOVE WILL BE DISQUALIFIED. ALL ATTACHED DOCUMENTS MUST BE INITIALED ON EACH PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.

4.1.2 Supporting Returnable Documents

Section	Supporting Bidding Documents	Attached YES/NO
1	A total of 20 preference points is allocated on a proportional basis to enterprise owned by historically disadvantaged persons or individuals. For an enterprise that is owned by disabled person(s), it must provide a copy of confirmation from a Professional Medical Officer registered with the Health Professions Council of South Africa (HPCSA).	
3	Work plan including full details with regard to time taken to carry out the NEIMS Condition Assessments, Quality Check and Capturing of the Condition Assessments onto the Education Facilities Management System (EFMS) for the successful execution of the project.	
4	Evidence of experience in condition assessment projects or related Education Infrastructure projects (The document(s) should be accompanied by a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority.	
5.	Any amendments and relevant to the service can be attached	
6	Proof of the minimum specified human and physical resources required for the successful execution of the project. (Attach lease agreement or letter of intent or proof of	

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	ownership for office facilities and motor vehicles).	
7	Certified qualifications for key personnel	

**NB: ALL ATTACHED DOCUMENTS MUST BE INITIALED ON EACH PAGE.
FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING
DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.**

4.2 Stage 2: Evaluation on Functionality Criterion and Preferential Point System.

The evaluation shall be conducted by the MDoE on the basis of functionality (100), price is (80) and specific goals on equity ownership is (20).

4.2.1 Criteria for the evaluation of the bid

Phase I: Functionality

The BEC members shall individually evaluate the proposal responses received and / or presentations made against the below listed criteria. Points to be allocated for functionality are as follows:

Criteria For Functionality	Sub-weight	Weight
Financial capacity and track record <ul style="list-style-type: none">Relevant company past project experience (to be attached in the form of an appointment letter or a purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof as proof of performing similar works before.)<div><div>Below R3 000 000</div><div>= 5</div><div>Between R3000 001 up to R4 000 000</div><div>= 12</div><div>Between R4000 001 up to R5 000 000</div><div>= 17</div><div>Above R5 000 000</div><div>= 25</div></div>	25	25
Workshop And Equipment <ul style="list-style-type: none">Office establishment (attach proof of ownership or lease agreement or intent agreement).Vehicles (attach proof of ownership or lease agreement or intent agreement).<div><div>3 vehicle</div><div>= 5</div><div>4 vehicles</div><div>= 10</div><div>5 vehicles and above</div><div>= 15</div></div>	5 	

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Project Management <ul style="list-style-type: none"> Work plan (5 days delivery plan including maintenance and emergency response strategy) = 10 Risk management plan = 5 	15	15
Qualifications <ul style="list-style-type: none"> Certified qualifications for key personnel (minimum Artisan level with two (2) years' experience). No of artisans <ul style="list-style-type: none"> * 2 artisans = 5 * 4 artisans = 10 * 5 or more = 15 	10	40
Company experience Relevant experience for the company (to be attached in the form of an appointment letter or a purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof as proof of performing similar works before.) <ul style="list-style-type: none"> Years of Experience – <ul style="list-style-type: none"> * 2 to 3 years = 10 * 3 years up to 4 years = 20 * Above 5 years = 30 	30	
		100

Points scored for functionality shall be calculated as follows:

- Each BEC member shall award points for each individual criterion on the score sheet.
- The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.
- All bidders who scored the minimum threshold of 70 points or above shall advance to phase II of the bidding process.
- Bids/proposals that do not score the above specified minimum points for functionality shall not proceed further.

4.2.2 Phase II: Preference Points in terms of PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework (Act No. 5 of 2000).

Evaluation in terms of the 80/20 preference point system

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used only for price and 20 points for the specific goals on equity ownership.

Points allocation in terms of the preference points system

Responsive bids shall be adjudicated by the MDoE on the 80/20 preference points system in terms of which points are awarded to bidders(s) as follows:

Points for price and specific goals on equity ownership:

Points for price	80
Points for specific goals on equity ownership	20

In terms of points for price (80): The lowest acceptable bid shall obtain the maximum points for price. The other bids with higher prices shall proportionately obtain lower points. The final points for the selection of a preferred bidder shall be calculated as follows:

$$P_s = 80 \left[\frac{1 - P_t - P_{min}}{P_{min}} \right]$$

Where:

- P_s = Points scored for comparative price of tender or offer under consideration
 P_t = Comparative price of tender or offer under consideration and
 P_{min} = Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are part of the standard bidding document.

In terms of points for specific goal (20): A maximum of 20 points shall be awarded in respect of specific goals on equity ownership as contemplated in sub-regulation (2) of the PPPFA and section 8 of the MDoE Preferential Procurement Policy. The point will then be added to those scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000).

The specific goals on equity ownership in are according to the generic scorecard below:

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Description	Points (80/20)
<i>Enterprises that are at least 51% black owned</i>	5
<i>Enterprises that are at least 51% women-owned</i>	5
<i>Enterprises that are at least 25% owned by disabled persons</i>	5
<i>Enterprises with at least a 25% ownership by Youth</i>	5
<i>Non-compliant</i>	0

4.2.3 Phase III: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA on the following overall criteria.

- The needs of the MDoE in terms of its operations regarding the National Education Infrastructure Management System (NEIMS);
- The service provider(s) experience in the operations related to condition assessment projects or related Education Infrastructure projects:/ to keep the records of all the NEIMS condition assessments
- The service provider(s) proven knowledge and skill to carry out the NEIMS Condition Assessments, Quality Check and Capturing of the Condition Assessments onto the Education Facilities Management System (EFMS)
- The service provider(s) capacity (i.e. financial viability; effectiveness, efficiency, reliability) to carry out condition assessment in accordance with the NIEMS; and
- The service provider; overall ability to provide a service characterized by quality, accuracy and speed.

5. SECTION C - GENERAL CONDITIONS OF CONTRACT

Any appointment made is subject to the bidder(s) accepting the terms and conditions contained in the General Conditions of Contract and Service Level Agreement (SLA). Both the General Conditions of Contract and SLA are in line with Treasury Regulation 16A, published in terms of the Public Finance Management Act, 1999 (Act.No.1 of 1999).

- 5.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Mpumalanga Department of Education is prepared to enter into a contract with the successful bidder(s).
- 5.2 The bidder submitting the General Conditions of Contract to Mpumalanga Department of Education together with its bid, duly signed by an authorised representative of the bidder.
- 5.3 The supplier shall not, without the Department's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. In the case of goods/supplies: The goods/services provided shall conform to the standards mentioned in the bidding documents and specifications.
- 5.4 The supplier shall indemnify the Department against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 5.5 Supplies and services which do not comply with the contract requirements may be rejected. Any supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk.
- 5.6 Should the supplier fail to provide the substitute supplies forthwith, the Department may, without giving the supplier another opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 5.7 The supplier shall pack of the goods as required in order to prevent damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall withstand, without limitation, rough handling during transit and exposure to extreme

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temperatures, salt and precipitation during transit and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 5.8 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in subsequent instructions by the Department.
- 5.9 The supplier guarantees that the service supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Department's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied service in the conditions prevailing in the country of final destination.
- 5.10 Delivery of the service and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the Department in the contract. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the service and performance of services, the supplier shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Department shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties.
- 5.11 The method and conditions of payment to be made to the supplier under this contract shall be specified in SLA. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Payments shall be made promptly by the Department, but in no case later than 30 days after submission of an invoice or claim by the supplier. Payment will be made in Rand.
- 5.12 Prices levied by the supplier for service delivered/or services performed under the contract shall not vary from the prices quoted in his/her bid. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 5.13 The Department may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the Department. if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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- 5.14 If a force majeure situation arises, the supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 5.15 The Department may at any time terminate the contract by giving written notice to the supplier if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.
- 5.16 If any dispute or difference of any kind whatsoever arises between the Department and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If, after 30 days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Department or the supplier may give notice to the other party of his/her intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 5.17 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. The contract shall be interpreted in accordance with South African laws.
- 5.18 The supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the Department. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. Therefore, bidder(s) must be tax compliant when submitting their bids and must comply (throughout the contract period) with all applicable pieces of tax legislation- including but not limited to the Income Tax Act, 1962 (Act. No. 58 of 1962) and the Value Added Tax Act (Act. No. 89 of 1991).
- 5.19 The contract shall not be awarded to a bidder(s) who is not tax compliant. The Department reserves the right to withdraw an award, or cancel a contract concluded with a supplier if it is established that such a supplier was not tax compliant at the time of the award, or has submitted an invalid Tax Pin Letter.
- 5.20 It is a condition of contract that tax matters of the appointed supplier should be in good order, or proof is submitted confirming that satisfactory arrangements have been made with the

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South African Revenue Service (SARS). Tax Compliance status is also applicable to foreign bidders / individuals who wish to submit bids.

- 5.21 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD. In the case of Consortia/Joint Ventures/Partnerships, each party **must** be registered on the CSD and its tax compliance status will be verified from this database. Failure to validate the tax clearance certificate in CSD system may invalidate the bid.
- 5.22 Bidders may seek clarity on additional information on certain areas. Only written requests shall be considered by the MDoE, provided that these are reasonable as to the timing and content. In order to maintain transparency and equity, the Department shall supply all bidders with the requested additional information.

6. SECTION D: SPECIAL CONDITIONS OF CONTRACT

6. Special Conditions

- 6.1. Official orders for the supply of industrial generators shall be placed during the first year of the contract period. Official orders for maintenance of industrial generators will be placed as and when required.
- 6.2. Tender prices are to include;
 - a) Transportation costs to the various schools and education support facilities, (Department of Transport reimbursement rates)
 - b) The NEIMS condition assessments including taking all required pictures.
 - c) Quality controlling of the captured data to ensure accuracy and true reflection of what is on site.
 - d) Production of bound hard colour copies of NEIMS condition Assessments for each of the facilities.
 - e) Preparation of two external hard drives with copies of all the NEIMS Condition Assessments undertaken.
 - f) Capturing of all the NEIMS Condition Assessments onto the EFMS.
- 6.3. Value Added Tax (VAT) is to be included in the bid price.
- 6.4. All prices shall be fixed for the duration of the contract (escalations shall be catered for in one year pricing schedule).
- 6.5. Delivery after receipt of an official order shall be strictly within the timelines stipulated on the work plan.
- 6.6. **Guarantee Period**
 - 6.6.1. The service provider shall unconditionally guarantee and avail himself/herself in order to attend to poor quality and inaccurate assessment and incorrect capturing of the NEIMS Condition Assessments for a minimum period of 24 months from date of acceptance.
 - 6.6.2. The guarantee shall cover the performance of the works and any inaccurate data capturing both from site and onto the EFMS.
- 6.7. The period of guarantee shall commence on the date of hand-over of the hard-copies, hard drives containing electronic copies and the handover of the updated property registered on the EFMS.
- 6.8. A domicilium citandi executandi shall be included in the tender document.

6.9. Payment shall be effected only after receipt of the following:

- 6.9.1 A detailed invoice;
- 6.9.2 A signed confirmation of service signed by the Representative of the Department;
- 6.9.3 Acceptance certificate signed by the Representative of the Department;
- 6.9.4 Copy of the letter of appointment (to be submitted with first invoice).

6.10 **The Mpumalanga Department of Education (MDoE) reserves the right to:**

- 6.10.1 Request further information from bidder(s) at any time;
- 6.10.2 Verify information and documentation of the respective bidder(s);
- 6.10.3 Make sure that the bidder(s) have at their disposal the necessary office establishment, vehicles and personnel to execute the contract to the satisfaction of the MDoE prior to the awarding of the contract;
- 6.10.4 Inspect the operation or any part thereof during the evaluation phase of the Bid;
- 6.10.5 Appoint more than one bidder,
- 6.10.6 To cancel the bid or not to appoint any bidder(s);
- 6.10.7 To invite short-listed bidder(s) to make presentations;
- 6.10.8 To reject work that does not meet the required standard and to engage a different service provider to complete the work.
- 6.11. The prospective service provider shall be served with a thirty (30) days written notice for termination of contract in case of non- performance.
- 6.12. If it is shown that errors or shortcomings exist with service provided; the prospective service provider shall be notified in writing and shall be required to perform corrective services to remedy such errors at no cost to the Department of Education.
- 6.13. Invoices shall be submitted monthly on the basis of work done.

6.15 **Labour Rates**

- 6.15.1 Labour rates asked for in the price schedule shall make provision for supervision, supervisors, operators and helpers and shall include all insurance, supervision, holiday allowances, incentives bonuses, profit, financing, insurance and guarantee cost, overheads, etc.
- 6.15.2 Time sheets, signed by the Representative of the Department shall accompany all claims from the prospective term contractor for payment.

6.16 **Testing handing over and completion of the works**

The procedure for hand-over shall be as follows-

- 6.16.1 The prospective service provider shall satisfy himself/herself that the works are complete and according to specification in all respects. The prospective service provider shall then

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apply to the Department for an inspection and handover of deliverables on a date that suits both parties. The invoice shall then be considered for payment if the works are accepted.

6.16.2 Should any item whatsoever be noted during the handover which may require attention or rectification, the works will not be accepted. It will be necessary for the prospective service provider to again arrange for a handover once all outstanding items have been rectified at no cost to the Department. Acceptance of the works will only be taken as and when the works are completed into detail.

6.16.3 Unless and until a formal agreement is prepared and executed, this bid together with the written acceptance thereof by service provider or any person acting on his/her behalf shall constitute a binding Contract between the two parties.

6.16.4 All prices must be VAT inclusive and fixed for the duration of the contract.

7. Termination and/or Withdrawal

Failure to comply with any of the conditions of the bid or unsatisfactory in rendering the service, the stipulations of the general conditions of contract and procedures would be applicable.

8. Breach of Contract

8.1 If the service is interrupted or temporary delayed as a result of labor disputes, civil revolt, a local or national disaster, or any other cause above the control of the bidder, the parties must mutually agree on methods to continue with essential services areas, subject to other stipulations at this bid, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.

8.2 In case of the above, the contract would immediately comply with the request and the bidder would not (as a result of such a request) be entitled to bring a claim for loss or damage against the Mpumalanga Department of Education and the bidder indemnifies the Mpumalanga Department of Education against any claim from the employee concerned.

9. Bid Pricing Structure

9.1 All prices quoted should be **VAT** inclusive.

9.2 Bidders are allowed to bid for the service specified under the scope of work.

9.3 Prices must be fixed for each year as indicated in the pricing schedule. No price adjustment will be considered during the duration of the contract.

10. Payments

- 10.1 Payment should be made monthly on submission of an invoice for services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number.
- 10.2 Invoices cannot be certified as correct before the work has been properly performed. This certification can only take place after the last working day of the month during which the service was rendered.

11. Billing

An original invoice with an invoice number, signed by the service provider, with the correct amount, on a proper letterhead and period of payment should be generated at the end of the month after the service has been rendered.

12. Liability

The service provider shall indemnify the Department herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from death, injuries or ailment of any person, or the damage of property of the service provider or any other person - that may result from or be related to the execution of this contract.

13. Damage Compensation

The service provider shall be held responsible for any damage that may be caused to the premises or content by him or his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department against the service provider. Contents must be free of water damage or any other results due to weather conditions.

14. Rectification of Damage

In the case of damage to equipment, etc. resulting from the rendering of the service, the bidder undertakes to rectify the damage immediately to the satisfaction of the MDoE. If the bidder fails to act immediately after notification, the Department will rectify the damages and any cost incurred be recovered from any outstanding monies.

15. Declaration of interest

- 15.1 Bidders are required to declare interest (in the SBD4 form) if they are or an Person connected with the bidder (relatives//spouse/business/partners/shareholders) presently employed by the state.

15.2 Failure to declare as per 15.1 above may result in the transgressing company being restricted for a 10 year period from doing business with State Institutions and disqualified from bidding.

16. Performance management

Supplier Performance Management is viewed by the MDoE as a critical component in ensuring value for money in acquisition, and in maintaining good relations between the MDE and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, conclude a Service Level Agreement (SLA) with the MDE which will form part of performance management. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value add of the service to the Department.

17. Central Supplier Database

All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax status in CSD may invalidate the Bid. This shall not be awarded to a supplier not registered as a prospective supplier on the Central Supplier Database as administered by the National Treasury.

18. Value Added Tax

All bid prices must be inclusive of **15%** Value-Added Tax (VAT). All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax status in CSD may invalidate the Bid.

**SIGNATURE OF TENDERER
OR AUTHORISED PERSON**

DATE

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19. The Pricing Schedule

- Professional rates of remuneration must be indicated separately from disbursement and any other fees chargeable.
- Professional rates of remuneration should be inclusive of all costs with only transport cost unspecified which is dependant on kilometres travelled to the various educational site.
- Professional rates of remuneration will be subject to negotiation, not exceeding the applicable rates as contained in The “Guide on Hourly Fee Rates for Consultants”, as issued by the Department of Public Service and Administration (DPSA).
- Travel expenses must be factored in as disbursements
- Below is the pricing schedule to be completed as the breakdown of the bidder's offer.

Condition Assessments

19.1 Bohlabela District

Conduct Condition assessment

No. of facilities	Name of Key Personnel	Rate per Hour
394	Project Manager	
	Architect	
	Civil Engineer	
	Electrical/Mechanical Engineer	
	Quantity Surveyor	

Capturing of the NEIMS Condition Assessments onto the EFMS (including disbursements)

No. of facilities	Total Cost
394	

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

19.2 Ehlanzeni District

Conduct Condition assessment

No. of facilities	Name of Key Personnel	Rate per Hour
374	Project Manager	
	Architect	
	Civil Engineer	
	Electrical/Mechanical Engineer	
	Quantity Surveyor	

Capturing of the NEIMS Condition Assessments onto the EFMS (including disbursements)

No. of facilities	Total Cost
374	

19.3 Gert Sibande District

Conduct Condition assessment

No. of facilities	Name of Key Personnel	Rate per Hour
456	Project Manager	
	Architect	
	Civil Engineer	
	Electrical/Mechanical Engineer	
	Quantity Surveyor	

TECHNICAL SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CARRY OUT CONDITION ASSESSMENT OF THE MPUMALANGA DEPARTMENT OF EDUCATION SCHOOLS AND ADMINISTRATIVE SUPPORT INFRASTRUCTURE FACILITIES IN LINE WITH THE NATIONAL EDUCATION FACILITIES MANAGEMENT SYSTEM (NEIMS) PRESCRIPTS/GUIDELINES OVER A PERIOD OF ONE (01) FINANCIAL YEAR.

Capturing of the NEIMS Condition Assessments onto the EFMS (including disbursements)

No. of facilities	Total Cost
456	

19.4 Nkangala District

Conduct Condition assessment

No. of facilities	Name of Key Personnel	Rate per Hour
541	Project Manager	
	Architect	
	Civil Engineer	
	Electrical/Mechanical Engineer	
	Quantity Surveyor	

Capturing of the NEIMS Condition Assessments onto the EFMS (including disbursements)

No. of facilities	Total Cost
541	

SIGNATURE OF TENDERER
OR AUTHORISED PERSON

DATE



TAX CLEARANCE

TCC 001**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)	
Trading name (if applicable)	
ID/Passport no	Company/Close Corp. registered no
Income Tax ref no	PAYE ref no 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
Telephone no	Fax no
E-mail address	
Physical address	
Postal address	

Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	Fax no
E-mail address	
Physical address	

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AuditAre you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

--

Date

Name of representative/agent **Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

--

Date

Name of applicant/Public Officer **Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

- 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.

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.

SBD4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

...

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender 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	
> 51% black ownership	5
> 51% women ownership	5
> 25% ownership by disable person(s)	5
> 25% ownership by youth	5
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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

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

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)
> 51% black ownership	5	
> 51% women ownership	5	
> 25% ownership by disable person(s)	5	
> 25% ownership by youth	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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 20 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:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)