



Province of the  
**EASTERN CAPE**  
EDUCATION

Project title	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.
EMIS NO	200300134
SCMU number	SCMU6-25/26-0007
DISTRICT	CHRIS HANI EAST

**NAME OF COMPANY:**

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**CSD Nr:**

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**CLOSING DATE: 29 September 2025**

**TIME: 11:00 am**

**P9013646**

Department of Education  
Steve Tshwete Complex  
Zone 6  
Zwelitsha  
5608



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## PART T1: TENDER PROCEDURES

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### T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Education invites Professional Service Providers for the **APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.**

Eastern Cape Department of Education will enter into a contract with the successful tenderer. The contract will be based on the CIDB Professional services contract (Third edition) 2009.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

**NB: The preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity specific for the project within 21 days of appointment.**

Bid documents are downloadable free of charge from the Eastern Cape Department of Education website ([www.ecdoe.gov.za/tenders](http://www.ecdoe.gov.za/tenders)) or from National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **Friday, 5 September 2025 at 09h00am**. No bid documents will be available at departmental offices.

### B. TENDER SUBMISSION:

The closing time for receipt of tenders by the ECDOE is 11:00am on **29 September 2025**. Bids will be opened in public. Bids must be submitted in sealed envelopes clearly marked **SCMU6-25/26-0007 APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS**, and must be deposited in the bid box, **DEPARTMENT OF EDUCATION, RECEPTION AREA OF THE DEPARTMENT OF EDUCATION, STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6, ZWELITSHA.**

It is the responsibility of the bidder/s to ensure that bid documents /proposals are submitted on or before closing time and at the correct location as the department will not take responsibility of wrong delivery. Bidders using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Bid documents must only be deposited in the bid box and not be handed over to any departmental official. The department will not accept responsibility if bids are handed to department officials and are not timeously deposited in the bid box. Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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

### **C. BID EVALUATION:**

This bid will be evaluated in Three (3) Stages as follows:

Stage One: Compliance, and responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

Stage Two: Bidders passing the stage above will thereafter be evaluated on PPPFA.

Maximum points on price - 80 points

Maximum points for Specific goals - 20 points

Maximum points - 100 points

### **D. BID SPECIFICATION, CONDITIONS AND RULES**

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under tender data.
2. The Department of Education SCM Policy applies.
3. Tender validity period is 90 days.

### **E. ENQUIRIES WITH REGARDS TO THIS TENDER MAY BE DIRECTED TO:**

- **SCM RELATED ENQUIRIES**

Contact Person: Ms. Asanda Pokwana

Tel: 040 608 4326

**Email Address: [Asanda.pokwana@ecdoe.gov.za](mailto:Asanda.pokwana@ecdoe.gov.za)**

- **TECHNICAL RELATED ENQUIRIES**

Contact Person: Mr. Q. Msiwa.

Tel: 040 608 4707

**Email Address: [qiqile.msiwa@ecdoe.gov.za](mailto:qiqile.msiwa@ecdoe.gov.za)**



## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Education – Eastern Cape Province
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Pricing schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p><b>Name:</b> Mr. Qiqile Msiwa</p> <p><b>Address:</b> STEVE VUKILE TSHWETE EDUCATION COMPLEX ZONE 6 ZWELITSHA</p> <p><b>Company Name:</b> Eastern Cape Department of Education</p> <p><b>TEL:</b> 040 608 4707</p> <p><b>E-mail:</b> <a href="mailto:qiqile.msiwa@ecdoe.gov.za">qiqile.msiwa@ecdoe.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Three stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>
4.1	<p>Only those Tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> <li>▪ <b>REFER TO CLAUSE 5.7.2. and 5.8 below.</b></li> </ul>
4.2	The Employer <b>will not</b> compensate the Tenderers for any costs incurred in the preparation and submission of a tender offer.



4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	<b>Seek clarification</b> <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (five) working days</b> before the closing time stated in the tender data.</i>
4.8	Tenderers are required to indicate the rates and currencies in RSA Rand.
4.8(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification to the Price or Period of the Performance (or both).
4.9	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.10	<del>Main tender offers are not required to be submitted together with alternative tenders.</del>
4.11	No alternative tender offers will be considered
4.12.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) The parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.12.2	Sign the original and all copies of the tender offer where required in terms of the tender data. <b>NOTE</b> The employer holds all authorized signatories liable on behalf of the tenderer.
4.12.4	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of Tender Box</b> <b>Physical address:</b> RECEPTION AREA OF THE DEPARTMENT OF EDUCATION, STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6, ZWELITSHA <b>Identification details:</b> SCMU6-25/26-0007 APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS. <b>CLOSING DATE:</b> 29 September 2025 <b>TIME:</b> 11:00am



4.12.5	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> <li>1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.</li> <li>2) A copy of a valid professional registration certificate with South African Council for the Project and Construction Management Professions.</li> <li>3) <b>Project Construction Manager to have 5 (Five) years post registration experience to qualify for the submission of the bid.</b></li> <li>4) <b>Project Manager qualification to be a bachelor's degree in the built environment profession in one of the following fields Quantity Surveyor, Architectural, Civil Engineer or Construction Manager.</b></li> <li>5) Bidders must submit a valid Letter of Good standing from Compensation fund or licensed insurer as contemplated in the Compensation for occupation injuries and Diseases Act 1993?</li> <li>6) Professional Indemnity insurance of not less than R10 million</li> </ol>
4.12.6	A two-envelope procedure will not be required.
4.12.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.13	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.</p> <p>If the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845-3 apply equally to the extended deadline.</p>
4.14.1	<p>The tender offer validity period is <b>90 days</b>.</p> <p>Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.</p>
4.14.2	<p><b>Placing of contractors under restrictions / withdrawal of tenders</b></p> <p>If any tenderer who has submitted a tender offer has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the SCM Policy for Infrastructure procurement and Delivery Management and on <b>CIDB</b> Practice Note 30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.15	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity specific to the project within 21 days of appointment.
<b>5</b>	<b>Employer's undertakings</b>
5.1	The Employer will respond to requests for clarification received up to <b>Five (5) working days</b> before the tender closing time.





	If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.												
5.2	The employer shall issue addenda until <b>Three (3) working days</b> before tender closing time.												
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .												
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.												
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <p>a) complies with the requirements of the standard conditions of tender in this part of SANS 10845-3, b) has been properly and fully completed and signed, and</p> <p>c) is responsive to the other requirements of the tender documents.</p> <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>												
5.6	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>												
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P_m / P</math></td></tr></table> <p>a      <math>P_m</math> is the comparative offer of the most favourable comparative offer.          <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.7.2	<p>The procedure for the evaluation of responsive tenders is <b>Method 2: Administrative Compliance, Price and Preference</b>.</p> <p><b>1. STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</b></p> <p><b>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</b></p> <p>1.1 Bid Document (This Document must be submitted in its original format)</p> <p>1.2 Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</p> <p>1.3 <b>Form of offer and Acceptance</b> must be fully completed and signed. The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount</p>												





indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.

- 1.4 **SBD 4- Declaration of Interest** must be fully completed and signed.
- 1.5 If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
- 1.6 **Resolution for Signatory Form** must be completed and signed by director/s OR a letter bearing a letterhead of the tenderer, specific to this bid, must be duly signed by all directors and submitted with the bid. Only a duly authorized official can sign the bid.
- 1.7 Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered.
- 1.8 Bidders are hereby informed that the department has or is issuing the number of tenderers targeting the same PSP service providers. The department reserves the right not to award more than one bid in the case where one bidder has scored the highest points in other projects.
- 1.9 Bidders must submit with this bid a valid proof of registration with the **South African Council for the Project and Construction Management Professions for the Nominated Professional Construction Project Manager**
- 1.10 **Project Construction Manager to have 5 (Five) years post registration experience to qualify for the submission of the bid.**
- 1.11 **Project Manager qualification to be a bachelor's degree in the built environment profession in one of the following fields Quantity Surveyor, Architectural, Civil Engineer or Construction Manager.**
- 1.12. Bidders must submit a valid Letter of Good standing from Compensation fund or licensed insurer as contemplated in the Compensation for occupation injuries and Diseases Act 1993?
- 1.13 If the offer is believed NOT to be market related, the department, through its Supply Chain Management bid committees, will attempt to negotiate the offer with identified bidder/s in order to come to a reasonable amount. Bidders are not allowed to increase their tender offers during this process

#### **Other Conditions of bid-Non Eliminating**

- 2.1 All items listed in the Pricing schedule must be priced for (except provisional sums and allowances which must also be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
- 2.2 Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure to complete will lead in non-awarding of points for specific goals.**
- 2.3 The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure H.
- 2.4 ECDOE SCM Policy applies.
- 2.5 Protection of personal information: Consent (POPIA)

## **2. STAGE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS**

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and *Preferential Procurement Regulations of 2022*



	<table border="1"> <tr> <th>Criteria</th><th>Points</th></tr> <tr> <td><b>POINTS ON PRICE</b></td><td><b>80</b></td></tr> <tr> <td><b>SPECIFIC GOALS</b></td><td><b>20</b></td></tr> <tr> <td><b>TOTAL</b></td><td><b>100</b></td></tr> </table> <p><b>Please note:</b></p> <ol style="list-style-type: none"> <li>1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals</li> <li>2. The Department intends to award this to the highest point scorer, unless circumstances justify otherwise.</li> <li>3. All information will be verified through CSD</li> <li>4. SBD 6.1 is attached</li> </ol> <p><b>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</b></p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p>	Criteria	Points	<b>POINTS ON PRICE</b>	<b>80</b>	<b>SPECIFIC GOALS</b>	<b>20</b>	<b>TOTAL</b>	<b>100</b>
Criteria	Points								
<b>POINTS ON PRICE</b>	<b>80</b>								
<b>SPECIFIC GOALS</b>	<b>20</b>								
<b>TOTAL</b>	<b>100</b>								
5.8	<p><b>Tender offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol> <p><b>NOTE:</b> The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.</p>								
5.9	The number of paper copies of the signed contract to be provided by the employer is One (1).								
T.2.1	<b>A. List of returnable documents</b>								
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>• Appropriate Professional Registration category suitable for the works (as stated in 4.1).</li> </ul>								
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents (if applicable)</li> <li>• Compulsory Enterprise Questionnaire</li> <li>• SBD 1, SBD 4 &amp; SBD 6.1</li> <li>• Form of Offer and Acceptance</li> <li>• Details of the Project Team and CV with Qualifications &amp; Proof of Registration completed for each individual of the proposed team. Registration will be verified through SACPCMP</li> <li>• Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references.</li> </ul>								



	<ul style="list-style-type: none"> <li>Completed Pricing Schedule</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b> The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>A CSD Report of a consultant with valid and correct information.</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b> The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> <li>Curriculum Vitae of Project Manager <ul style="list-style-type: none"> <li>Including proof of Registration SACPM (Five-year Post Registration)</li> <li>Proof of bachelor's degree in <b>quantity Surveyor, Architectural, Civil Engineer or Construction Manager</b>.</li> </ul> </li> </ul>
5	<p><b>Only authorized signatories may sign the original and all copies of the tender offer where required.</b></p> <ul style="list-style-type: none"> <li>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</li> <li>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company.</li> <li>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</li> <li>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b>proof of such authorization</b> shall be included in the Tender.</li> </ul> <p><b><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b> The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b> The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of: - <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> </ol>



	<p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>five (5) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders.</p>
12	<p><b>Scoring quality / functionality</b></p> <p><b>N/A</b></p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes or documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Where the employer terminates the contract due to default of the professional service in whole or in part, the employer may decide to: Refer the breach in contract to the <b>CIDB Professional Services Contract</b> and to <b>CBE</b> for investigation.</p>

## T2.1 List of Returnable Documents



The tenderer must complete the following returnable documents:

**1 Returnable Schedules required for evaluation purposes**

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)

**2 Other documents required for quotation evaluation purposes**

- Form of Offer and Acceptance
- Final Summary (Pricing Schedule)

**3 Returnable Schedules that will be incorporated into the contract**

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of the proposed team. Registration will be verified through SACPCMP
- SBD 1, SBD 4 & SBD 6.1



**PART A**

**SBD 1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	SCMU6-25/26-0007	CLOSING DATE:	29 September 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>RECEPTION AREA DEPARTMENT OF EDUCATION</b>					
<b>STEVE VUKILE TSHWETE EDUCATION BUILDING</b>					
<b>ZONE 6</b>					
<b>ZWELITSHA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS ASANDA POKWANA		CONTACT PERSON	Mr Qiqile Msiwa	
TELEPHONE NUMBER	040 608 4326		TELEPHONE NUMBER	040 608 4707	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Asanda.pokwana@ecdoe.gov.za">Asanda.pokwana@ecdoe.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Qiqile.msiwa@ecdoe.gov.za">Qiqile.msiwa@ecdoe.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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



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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
<b>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.</b>	

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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-FILED 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.





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- 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 THE BIDDER:.....

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

DATE:.....



**A**

**Compulsory Enterprise questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

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

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

Signed .....

Date .....

Name .....

Position .....

## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>2</sup> 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.

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{\min}$	=	Price of lowest acceptable tender

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{\max}$	=	Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,



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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<input type="checkbox"/>	Historically Disadvantaged Individual:-	3	
<input type="checkbox"/>	Persons with disabilities	2	
<input type="checkbox"/>	Promotion of Youth	2	
<input type="checkbox"/>	Woman Participation	3	
<input type="checkbox"/>	Enterprises located in the Eastern Cape Province	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3 Name of company/firm.....
- 4.4 Company registration number: .....
- 4.5 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [Tick applicable box]

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





the preference(s) shown and I acknowledge that:

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT)***

(ATTACH HERE)

---

## **PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)**

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Education obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Education from time to time. The Department of Education confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Education hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Education does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Education. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Education requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

## **AGREEMENT**

1. The Department of Education and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
  - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was



collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

- a) The Bidder is required to notify the Information Officer of Department of Education, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Education's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Education with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Education.

**On behalf of the Bidder:**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of the Bidder

**On behalf of the Client:**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Client Representative



## **A**

### **RECORD OF ADDENDA TO BID DOCUMENTS**

<b>PROJECT TITLE</b>	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.		
<b>RFQ NUMBER</b>	SCMU6-25/26-0007		
<b>EMIS NO</b>	200300134		
I / We confirm that the following communications received from the Department of Education before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



## **B**

### **RESOLUTION FOR SIGNATORY**

#### **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

#### **WITNESSES:**

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



**C**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . . . . . . ., authorised signatory of the company . . . . . . . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>	<b>APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.</b>	
<b>SCMU NUMBER</b>	<b>SCMU6-25/26-0007</b>	
<b>EMIS NO</b>	<b>200300134</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: . . . . . .		Signature. . . . . Name . . . . . Designation. . . . .
. . . . . .		Signature. . . . . Name . . . . . Designation. . . . .
. . . . . .		Signature. . . . . Name . . . . . Designation. . . . .
. . . . . .		Signature. . . . . Name . . . . . Designation. . . . .





## **D**

### **CAPACITY OF THE BIDDER**

<b>PROJECT TITLE</b>	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.
<b>RFQ NUMBER</b>	SCMU6-25/26-0007
<b>EMIS NO.</b>	200300134

#### **WORK CAPACITY:**

The employer requires the services of a **Construction Project Manager** for the Mthingwevu Secondary School Project. The Construction Project Manager MUST be register with the South African Council for the project and Construction Management Professions (SACPCMP). The Nominated individual MUST have a minimum of 5 years Post Professional registration experience and experience in similar projects.

(The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

*Employees: (Employees to be ,or are ,employed for this project )*

<b>Resource</b>	<b>Full name(s) and Surname (Credentials should be the same as the ones appearing in the registration document)</b>	<b>QUALIFICATION and Professional Registration No.</b>	<b>Years of experience post Registration</b>
Professional Construction Project manager (PrCPM) (5 years min post registration experience)			

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

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			



## E

### SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

**Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).**

Signed

Date

Name

Position

Tenderer name

---

## PART C1 AGREEMENTS AND CONTRACT DATA

---

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data for CIDB Standard Professional Services Contract**

**C1.3 CIDB Adjudicator's Agreement**

### C1- Form of Offer and Acceptance

#### Annex C

*(normative)*

#### FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.
EMIS NO	200300134
SCMU number	SCMU6-25/26-0007
DISTRICT	CHRIS HANI EAST

#### OFFER

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



Province of the  
**EASTERN CAPE**  
EDUCATION

procurement of: **APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.**

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

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

**THE OFFERED TOTAL OF THE PRICES + DISBURSEMENTS + INCLUSIVE OF VALUE  
ADDED TAX IS:**

.....Rand (in words);

R .....(in figures) (or other  
suitable wording)

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

Signature(s) \_\_\_\_\_

Tender's Name(s) \_\_\_\_\_

Authorized Person

(Names) \_\_\_\_\_

Address of the

Tenderer: \_\_\_\_\_

Witnesses (Signatures):

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_



## ACCEPTANCE

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

The terms of the contract, are contained

in:

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

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....  
Name .....  
Capacity .....  
**for the**  
**Employer** .....  
(Name and address of organization)  
Name and signature  
of witness ..... Date .....

## Schedule of Deviations

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or

changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## C1.2 Contract Data for CIDB Standard Professional Services Contract

The Standard Professional Services Contract (Third edition, September, 2009) published by the Construction Industry Development Board, are applicable to this contract.

**Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za)**

### Part 1: Contract Data completed by the Employer

Clause	
	The Employer is the Department of Education- Eastern Cape Province
	The Authorized and designated representative of the Employer is:  Mr. Qiqile Msiwa Tel No.: Email Address: qiqile.msiwa@ecdoe.gov.za
<b>1</b>	The Project is the <b>APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS. .</b>
<b>2</b>	The period of performance will be determined from the approved project scope and plans
<b>3.1</b>	The location of the performance of the contract is as per indication on your pricing schedule for disbursement.
<b>3.2</b>	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
<b>4</b>	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
<b>6</b>	The Service Provider is to commence the performance of the Services within 5 Days of date that the Contract becomes effective
<b>7</b>	The period of suspension under clause 8.5 is not to exceed 3 months
<b>8</b>	Copyright of documents prepared for this project shall be vested with the Employer
<b>9</b>	The alternative dispute settlement will be by Adjudication
<b>10</b>	The Prospective bidder will be required to provide professional indemnity insurance within 21 days after receiving letter of appointment.
<b>11</b>	The provisions of 13.6 do not apply to the Contract
<b>12</b>	Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
<b>13</b>	Contract duration : 24 months including construction period.



**Part 2: Contract Data provided by the Service Provider.....**

<b>1</b>	The Professional Service Provider is:..... Address:..... ..... ..... Telephone:..... Facsimile:.....
----------	---

<b>5.3</b>	The Authorised and designated representative of the Service Provider is: Name: ..... The Address for recipient of communication is: Address..... ..... ..... Telephone:..... Facsimile:.....
------------	---





### C1.3 CIDB Adjudicator's Agreement

This agreement is made on the ..... day of ..... between: .....  
..... (name of company / organisation) of .....  
..... (address) and .....  
..... (name of company / organization) of .....  
..... (address) (the Parties) and .....  
(name) of .....  
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known  
as ..... and these disputes or  
differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure,  
(hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly  
authorised to sign for and on  
behalf of the first Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly  
authorised to sign for and behalf  
of the second Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
the Adjudicator in the presence of

Witness  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within ..... days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\*

Delete as necessary

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## PART C2: PRICING DATA

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### C2.1 Pricing Instructions

### C2.2 Pricing Schedule

## C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to Act 48 of 2000, for persons registered in terms of the South African Council for the Project and Construction Management Professions, where applicable.
2. While it is entirely at the Tenderer's discretion as regards pricing the Pricing Schedule below, the Guideline Professional Fees in terms of Act 48 of 2000, Tariff of Professional Fees Project and Construction Management Professions ACT, respectively are useful documents that will give Tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

The rates, sums, percentage fees (as applicable) used by a Tenderer to determine his offer shall not exceed the rates stipulated by the TARIFF OF FEES FOR PERSONS REGISTERED IN TERMS OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT, 2000 (ACT 48 OF 2000) and Department of Public Works: Rates for Reimbursable Expenses document, respectively.

3. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of work.
  - Quantity: The number of units of work for each item.
  - Rate: The agreed payment per unit of measurement.
  - Amount: The product of the quantity and the agreed rate for an item.
  - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
  - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Pricing Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Where time-based rates are quoted, such shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
6. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a quoted fee expressed as a percentage of an estimated contract value (construction cost) which, for tendering purposes, is given. Tenderers are required to insert their quoted percentage fee in the spaces provided. Where prices have been developed from a quoted discounted fee, the final amount due to the Service Provider will be adjusted according to the relevant final construction contract value based on the percentage fee quoted.
8. The following table shall be used for proportioning the tendered basic fee for normal services (Item No. 1) over the various stages; Note : Process has already started and it would be the project managers role to join the team and take control at stage 3 – 6.

#### CONSTRUCTION PROJECT MANAGER

Work Stage	Description	Proprtional Fee	Cumulative Total
1	Inception	0.0%	0%
2	Concept and Viability	0.0%	0%
3	Design development	2.5%	2.5%
4	Documentation & Procurement	10.0%	12.5%
5	Contract Administration & Inspection	40.0%	52.5%
6	Close Out	10.0%	62.5%

- 
9. All other rates, sums, percentage fees or prices (as applicable) tendered in the Pricing Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.
- Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Pricing Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences. The individuals involved in this work must be stated in either the schedule of Key Personnel whose curriculum vitae must be submitted appended to the respective schedules. Changes to personnel shall be dealt with in terms of Clause 7.1 and 7.2 of the Contract.
10. The categories of persons in respect of time-based fee rates for the following services shall be:
- A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
  - Time Based fees shall be as per the Department of Public Works: Rates for Reimbursable expenses available on <http://www.publicworks.gov.za> It shall be noted that, in respect of the aforementioned, the Employer shall only be liable for time based fees to table 8 par(ii) as a maximum allowance
11. All charges in respect of attendance at meetings and the provision of secretarial services shall be deemed to be included in the tendered basic fee for normal services (Item No.1 of the Pricing Schedule).
12. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services Contract.
13. The per kilometre rate for the reimbursement of travel expenses shall be as per the Department of Public Works: Rates for Reimbursable expenses available on <http://www.publicworks.gov.za> It shall be noted that, in respect of the aforementioned, the Employer shall only be liable for travel expenses with respect to vehicles of engine capacity up to 2500cc only, for diesel and petrol fuelled engines respectively. If the Service Provider elects to use a vehicle with engine capacity exceeding 2500cc, the Employer shall **not** be liable for any additional cost resulting from a higher rate per kilometre associated with an engine capacity larger than 2500cc and the rate per kilometre to be paid shall be deemed to be that of a 2500cc engine.
14. Distances for travelling to site for progress and technical meetings shall be remunerated on a kilometre basis from the premises of the client in the Chris Hani East (Queenstown/Komani) to the location of the site on a round trip basis.

- 
- 15.** Rates for printing, duplicating and drawings shall be as per the Department of Public Works: Rates for Reimbursable expenses available on <http://www.publicworks.gov.za>
- 16.** Tenderers are to note that only those recoverable expenses listed in the Pricing Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports, tender documents, manuals, drawings and related schedules), communications, computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentages fees and prices for normal and additional services rendered.
- 17.** Items for printing/copying shall be for specified contract documents, tender documents, reports, manuals, drawings along with related schedules and shall exclude general correspondence, progress reports, minutes of meetings etc. which shall be deemed to be included in the professional fees as they are necessary and integral to the execution of the Service Providers' work as per the Standard Services for which it is employed. Payment will only be made for copies of reports and drawings submitted to the employer and/or issued to parties who bear an interest in the execution of the project, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
- 18.** Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or full should the additional work not be required and/or at the discretion of the Employer.

## **C2.2 PRICING SCHEDULE**

## C2.2 Pricing Schedule

BIDDERS TO NOT ALTER ANY FIGURES GIVEN IN THIS SCHEDULE. IF ONE WISHES TO OFFER ALTERNATIVES, THE ALTERNATIVES MUST BE GIVEN IN A SEPARATE SUBMISSION.

### Professional Construction Project Manager

Emis No	School Name	Estimate	Total
200500479	MTHINGWEVU SENIOR SECONDARY SCHOOL	R 66 423 498.19	
	<b>Total - Carried to Form of Offer</b>		

*(Calculated Professional Fee to be carried to Final Summary)*

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act No 48 of 2000 in respect of Professional Construction Project Management Services.



MTHINGWEVU SENIOR SECONDARY SCHOOL					
FEE CALCULATION					
FEE CALCULATION BASED ON ESTIMATED CONSTRUCTION COST FOR PROJECT MANAGER SERVICES AS PER THE SOUTH AFRICAN GOVERNMENT GAZETTE BASIC FEE (Board Notice 168 of 2019 in Government Gazette No. 42697 of 13 September 2019)					
Value for Fee Purposes	Primary Charge	Plus, a secondary fee over		Secondary fee rate	Total Fee For Project Manager
R 57 759 563.64					R -
					R
<b>Sub Total</b>					R
Less Discount on Project Manager Fee					R -
<b>Total Project Manager Fees</b>					R -
*****					
Stage	Description	Percentage	Applicable on Tender	Total	
1	Inception	10.0%	0%		
2	Concept and Viability	10.0%	0%		
3	Design development	20.0%	12.5%		
4	Documentation & Procurement	10.0%	100%		
5	Contract Administration & Inspection	40.0%	100%		
6	Close Out	10.0%	100%		
<b>Sub Total Project Manager(A)</b>					
Add Disbursement Carried Forward ©					
Add VAT@15%					
Total Fees and Disbursement Carried to Summary					

Note: All Disbursement Claimable as per Public Works RATES FOR REIMBURSABLE EXPENSES/#				
Indicate Base Town	KOMANI			
DISBURSEMENTS				
Printing and Traveling				
Printing	Unit	QTY	Rate	Total
Printing A0	No	20		
Printing A 1	No	20		
Printing A3	No	100		
Printing A4	No	120		
Binding A4	No	10		
Copy A 4	No	1000		
	Unit	QTY	Rate	Total
Taveling Distance from office to site and back, for construction monitoring site and Technical meetings	Km	5760		
Traveling Time from office to site and back, for construction monitoring site and Technical meetings	Hours	144		
Traveling Distance from office to East London for Monthly Rpm Meetings.	Km	9600		
Traveling time from office to East London for Monthly Rpm Meetings.	Hours	120		
Taveling Distance from office to site and back, for Practical Completion Meeting	Km	240		
Traveling Time from office to site and back, for Practical Completion Meeting	Hours	3		
Taveling Distance from office to site and back, for Works Completion Meeting	Km	240		
Traveling Time from office to site and back, for Works Completion Meeting	Hours	3		
Taveling Distance from office to site and back, for Final Completion Meeting	Km	240		
Traveling Time from office to site and back, for Final Completion Meeting	Hours	3		
Sub Total Disbursements Carried to Summary				



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## **PART C3: SCOPE OF WORK**

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### **CONTRACT NUMBER RFQ XXX**

#### **Abbreviations**

DOE:	Department of Education
PM:	Project manager
ARCH:	Architectural
QS:	Quantity Surveyor
STR/CIVL:	Structural and Civil
ELEC/MECH:	Electrical and Mechanical

#### **PROJECT TITLE AND DESCRIPTION OF WORK:**

##### **APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.**

The scope of work shall be based on the project requirements and the latest 2019 Tariff of Professional Fees Schedule issued in terms of the Project Manager Profession Act, 2000 (Act No. 48 of 2000). The following exceptions to the above shall apply:

#### **1. THE REQUIRED SERVICE**

All bidders who provide construction project management services (Registered CONSTRUCTION PROJECT MANAGER Professionals) are invited to bid for the rendering Project Management services for the implementation of a turnkey project to Mthingwevu Secondary School within the Chris Hani East district within the Eastern Cape Province. The Registered Consulting Professionals whose price and Specific goals are market related will be appointed.

#### **2. BACKGROUND**

Mthingwevu Senior Secondary School was identified as new school and therefore the school has to be brought in line with the current Norms and Standards as prescribed by the Department of Education.

#### **3. PROBLEM STATEMENT**

- 3.1 To ensure that the Turnkey Team are doing their work in professional and cost-effective manner to achieve the goals set by the Department of Education.
- 3.2 The department's infrastructure unit does not have the capacity to perform the required Services and therefore sourcing the services of a professional CONSTRUCTION PROJECT MANAGER to assist the Department in managing the project.

#### 4. OVERALL OBJECTIVES

- 4.1 To appoint a Registered Consulting CONSTRUCTION PROJECT MANAGER Professional
- 4.1 To implement the Turnkey Contract making use of the Nec 3 Contract with an Activity Schedule.
- 4.2 To also ensure that quality work is done at an acceptable market related rate per project and to ensure competitive cost efficiency and value for money.
- 4.3 To transfer the risk, being financial or quality to the Registered Consulting Professional who must ensure these requirements by managing and effectively controlling the Turnkey team on the implementation strategies.
- 4.4 To ensure that all procurement, project management and EFMS processes are compliant to the relevant prescripts and that proper documents are available for Audit purposes.
- 4.5 To ensure that all work as it is being completed is loaded and updated onto the Departments EFMS system which is the Departments Project management system. Putting proper control systems in place with the Turnkey Team

#### 5. SCOPE OF WORK

The Registered Consulting Professionals must perform the following activities:

##### 5.1 Project Governance and Compliance

- Ensure full compliance with the NEC3 ECC contractual obligations, particularly with Clause 10.1 (act in a spirit of mutual trust and cooperation).
- Administer the contract according to the NEC3 ECC provisions, ensuring the Activity Schedule governs payments and progress tracking.
- Establish and maintain communication protocols with the Employer, Contractor, and other stakeholders.

##### 5.2 Contract Administration

- Issue instructions, manage compensation events, and administer early warnings as required by the contract.
- Maintain accurate records of communications, decisions, and changes (including Compensation Event Notices and Risk Register updates).
- Approve payments based on completed activities on the Activity Schedule and assess Contractor applications for interim payments.



### 5.3 Programme Management

- Review, accept, and monitor the Contractor's programme in line with Clause 31.
- Ensure the Contractor updates the programme as necessary, identifying risks and implementing mitigation strategies.
- Monitor critical path activities to identify delays and manage mitigation or acceleration strategies as required.

### 5.4 Cost Management

- Ensure cost control throughout the project by monitoring expenditure against the Activity Schedule.
- Review and evaluate compensation events and assist in their valuation based on actual defined cost-plus fee.
- Produce regular cost reports for the Employer, including forecasts for completion.

### 5.5 Quality and Deliverables Oversight

- Oversee the Contractor's implementation of the quality plan and ensure deliverables meet specified requirements.
- Conduct inspections and audits as necessary to ensure compliance with specifications and standards.
- Approve or reject deliverables or activities based on contract requirements.

### 5.6 Stakeholder Management

- Liaise with all stakeholders, including client representatives, regulatory bodies, and end users.
- Manage expectations, resolve disputes, and ensure effective stakeholder communication throughout the project lifecycle.

### 5.7 Risk and Change Management

- Facilitate early warning meetings and maintain the Risk Register.
- Assess and manage project risks and implement mitigation plans with relevant parties.
- Oversee the change management process under NEC3, including assessing impacts on time, cost, and quality.

### 5.8 Turnkey Delivery and Handover

- Ensure the Contractor delivers a fully operational facility or system as per the turnkey contract scope.
- Coordinate testing, commissioning, and final inspections.
- Lead the handover process, ensuring all O&M documentation, warranties, and as-built records are provided.

### 5.9 Reporting and Documentation

- Provide regular progress, cost, and risk reports to the Employer.
- Maintain a complete audit trail of project documentation, decisions, and approvals.
- Submit final project reports including lessons learned and close-out documentation.

6. THE REGISTERED CONSULTING PROFESSIONAL WILL ALSO PERFORM THE FOLLOWING ADDITIONAL DUTIES: (ALL INLINE WITH THE “AMENDMENT OF GUIDELINE TARIFF OF PROFESSIONAL FEES PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT, 2000 (ACT 48 OF 2000)”)
  - 6.1 Open a project file for Mthingwevu Senior Secondary School project.
  - 6.2 Involve the District Works Inspector in all aspects of the project management and transfer project management skill to the Works Inspector.
  - 6.3 Complete contract documents site handover document.
  - 6.4 Manage technical and site meetings when required, but not less than once a month to obtain report on progress, etc.
  - 6.5 Manage and issue contract payment certificates and contract budget within approved set budget.
  - 6.6 Be responsible for compiling variation orders and submitting them for approval and inclusion in payments once approved.
  - 6.7 Ensure quality and manage risk as well as OHS compliance during the entire project period.
  - 6.8 Ongoing EFMS update of project data from initiation to the approval of the close out report by the Department. No consultant fee or disbursements will be paid if there is EFMS non-compliance. All recorded and proven disbursements based on an approved rationalised disbursement plan must be invoiced and if judged relevant and correct by the department will be paid during the project. Fee payments amounting to 20% of fee budget, as approved by the Department on the required re-calculations of fees after appointed of the contractor and based on the fee-bale value included in the accepted contract price using the tendered detail calculations and discount submitted for Registered Consulting Professionals services, will only be paid after acceptance and approval of the close-out report by the Department.
  - 6.9 Manage the Final account and Close-out report to be submitted within contractual time frames.
  - 6.10 Project manages and administer the project from appointment till the close out of the project whilst ensuring resource management, budget and milestone date compliance and completion of project within budget and time as well as reporting on said compliances by ensuring the EFMS data and documentation remain fully maintained and up to date at all time and also loading all reports on the EFMS.
7. RESPONSIBILITIES OF THE DEPARTMENT
  - 7.1 The Department will confirm the Project through Head Office and inform the Chief Directorate Physical Resource Management.
  - 7.2 The order for the emergency will be provided to the project manager.

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- 7.3 Deviations above R1m will be reported to the Provincial Treasury and the office of the Auditor General by the Departments Supply Chain Unit.
- 7.4 The department will create the project on EFMS to allow the Consultant to load and maintain the relevant project information as the project progresses.
8. MANAGEMENT REPORTING REQUIREMENTS
- 8.1 The DoE CONSTRUCTION PROJECT MANAGER will be responsible for the project and rely on the Registered Consulting Professionals to project manage the repair as project manager.
- 8.2 Progress monitoring will be done by the Department by using the EFMS and the District Works Inspectors will monitor progress and quality.
- 8.3 No Payment will be made to the Project team including the Registered Consulting Professional company if all project information is not loaded and the EFMS is not 100% compliant. As alternative to progress report in the site minutes of the site meeting, the site inspection facility on the EFMS should be utilized and updated with all the relevant data with each site visit, reflecting site progress and data which must also reflect when each site visit took place, who visited the site and will form part of evidentiary information in support of disbursement claims.
9. TIME FRAMES
- 9.1 The time frame of each project allocated will depend on the scope of work required to attend to the facility as per the Repairs and Maintenance. It is of the utmost importance that the project be finalized as quickly as possible without sacrificing quality and value for money.
- 9.2 No project time overrun will be allowed on projects as children cannot be deprived from education due to the lack of a suitable facility.
10. BID PRICING STRUCTURE
- 10.1 The potential service provider must decide if the quoted rates, specifications and conditions applicable for the duration of this tender are acceptable, if not the prospective service provider has the option not to partake in the bid.
- 10.2 All that is required from the prospective bidder is to indicate the percentages fee reduction he is prepared to offer and the specifications of the vehicle that will be used and what his price would then come to when the reduction is awarded. The department will however do a risk analysis to ensure that the amount of discount offered is feasible and will not compromise the successful completion of the project.
- 10.3 The Apportionment of fee to stages will be in terms of SACPCMP – SCOPE OF SERVICES AND RECOMMENDED GUIDELINE TARIFF OF FEES FOR PrCPM – SEPTEMBER 2019 , Board Notice 168 Of 2019– Government Gazette No. 42697 volume 152 of 13 September 2019)
- 10.4 The final ten (10%) of the total project fee costs will be retained as defined on the pricing schedule stage 6 by the Department until the approved final account and close-out report have been submitted and approved.
- 10.5 Disbursements will be paid in terms the Department of Public Works monthly rates as amended from time to time for reimbursable expenses subject to the limitations specified in the pricing schedule and the associated notes. The rate applicable will be for the entire period during which the project is being executed based on the vehicle and resources tendered and to be used as specified. Note claimable from the closest district office (Mount Ayliff)



Service	Scope of work NEC 3 CONTRACT WITH ACTIVITY SCHEDULE
APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.	CONSTRUCTION PROJECT MANAGER SERVICES

- *Where partial services are required, replace “standard services” with partial services” and indicate the stages which are required in the description of the services*

## SCOPE OF PROFESSIONAL SERVICES REQUIRED

### 1. ENDORSEMENTS AND REGISTRATION

Consultants to be registered with the South African Council for Project Management Professions (SACPMP) – Holding a degree in the built environment disciplines.

Project Construction Manager to have 5 (Five) years post registration experience to qualify for the submission of the bid.

Project Manager qualification to be a bachelor's degree in the built environment profession in one of the following fields Quantity Surveyor, Architectural, Civil Engineer or Construction Manager.

CONSTRUCTION PROJECT MANAGER must proof that he has got NEC contract Knowledge and if not proven to attend a training course agreed by the Department of Education.

- The NEC Course attendance would be for the cost of the PSP if there is no proof of such course or no evidence of applicable knowledge.

### 2. PROFESSIONAL FEES

Disbursements and time related fees to be settled as per periodic National DPW “Reimbursable Rates” latest document.

Note the Appointment will be applicable to the base town of Queenstown (Komani) – Chris Hani East





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## **PART C4: SITE INFORMATION**

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#### C4. SITE INFORMATION

Project title	APPOINTMENT OF PROFESSIONAL CONSTRUCTION PROJECT MANAGER FOR MTHINGWEVU SECONDARY SCHOOL FOR A TURNKEY PROJECT FOR 24 MONTHS.
SCMU number	SCMU6-25/26-0007
EMIS NO.	200300134