



Northern Cape
Department of Education

NORTHERN CAPE DEPARTMENT OF EDUCATION

INVITATION TO SUBMIT A TENDER FOR CONTRACTOR SERVICES:

NC/DE/008/2026-2027

**TENDER DESCRIPTION: QUALIFIED AND EXPERIENCED CONTRACTORS ARE HEREBY
INVITED TO SUBMIT PROPOSALS FOR THE CONSTRUCTION OF DITHAKONG
SCHOOL & HOSTEL – PHASE 3B, DITHAKONG VILLAGE, NORTHERN CAPE PROVINCE.**

Name of tenderer:

**COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL – PHASE
3B**

Name of Bidding Enterprise: _____

Initials:

This document consists of the following sections:

1. Notice of Offer
2. General Conditions Regarding Offer
3. Specific and Additional Conditions Governing this Offer:
 - 3.1 General Section: Conditions
 - 3.2 Technical Section
 - 3.3 Evaluation of Bidders.
4. Statement of Proxy
5. Form of Offer
6. Detail of Bidding Enterprise
- 6.3 References and Vital Information
7. Occupational Health and Safety Agreement
8. Extract from Bills of Quantities (Summaries)
9. SBD Forms

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COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL – PHASE 3B

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1. NOTICE OF OFFER

Contractors with the necessary expertise that are interested to undertake and execute all work that is necessary for the Completion of Construction of JTG School and Hostel PHASE 3B as specified herein, and in accordance with the General Conditions of Offer as well as the Specific Conditions of Offer, are requested to complete these documents in full and submit to the link that will be provided: **Completion of Construction of JTG School and Hostel PHASE 3B.**

TENDER ISSUE DATE

Tender issue date is the 25th of September 2026.

DOCUMENT COLLECTION

This tender document is available free of charge.

BID SUBMISSION

Proposals should be submitted electronically on or before 13 November 2026 at 11:00 to a link that will be forwarded to each bidder. Bidders must send an email to tmafatshe@mtcc.co.za requesting a link to submit their tender documents.

CIDB

Minimum CIDB grading is 8GB or Higher.

COMPULSORY BRIEFING SESSION

Interested parties must meet on site at JTG School on the 8th of October 2026 at 11h00. All attendees must ensure that they sign the attendance register.

Only Offers from prospective Contractors who attend the Compulsory Briefing Session shall be considered.

CONTACT DETAIL:

Document enquiries:

Email: tmafatshe@mtcc.co.za

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CLOSING BID DETAILS:

Closing date: **13 November 2026**

Closing time: **11h00**

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Phase 3B**

2. GENERAL CONDITIONS REGARDING OFFER

2.1 Definitions:

Unless the context otherwise indicates:

- "approved" means as approved by the representative;
- "approval" means the approval given by the representative;
- "cash price(s)" means the price(s) of the offer, as given by the contractor and accepted by the Northern Cape Department of Education for the execution of the contract;
- "closing date" means date stated to be last day for submission of Offer.
- "contract" means the General Conditions and the Form of Offer, special contract conditions and specifications, including all schedules, diagrams, models and samples annexed to it, as well as diagrams, models and samples approved by the representative of the Northern Cape Department of Education with regard to the contract and any agreement concluded in terms of the General Conditions;
- "contractor" means the bidder/tenderer whose Offer was accepted by the Northern Cape Department of Education on or the bidder's/tenderers lawful personal representative;
- "delivery" means delivery at the place determined in the contract for meeting the contract terms and conditions;
- "delivery date" means the date fixed in the contract for delivering the services;
- "General Conditions" means this document; namely General Conditions Regarding Offer of Northern Cape Department of Education.
- "in writing" also means any manuscript, typed or printed record above or over the signature or seal, as the case may be;
- "month" means a calendar month;
- "representative" means the representative of the Northern Cape Department of Education, namely the Procurement Manager or any other officer mentioned in the bid conditions or specifications, as the case may be; .
- "site" means the buildings or grounds or any other place where the services will be rendered
- "specifications" means the specifications attached to the General Conditions.
- "subcontractor" means the supplier who regularly supplies the contractor with materials and minor parts with regard to services to be delivered to the Northern Cape Department of Education.
- "work or works" means services to be supplied and work to be performed by the contractor in terms of the contract.
- "local upliftment" - NORTHERN CAPE DEPARTMENT OF EDUCATION reserve the right not to automatically award the tender to a tenderer scoring the highest total number of points and may give preference to a local Contractor who is a person (or in the case of a juristic person, the holders of 51% (majority shareholding) of the equity in such juristic person) that was/were historically disadvantaged by unfair discrimination on the basis of race, gender or disability and who is/are residing or conducting business within the location or province.

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2.2 TENDERER SHOULD SATISFY HIMSELF REGARDING THE CONDITIONS OF OFFER AND PARTICULARS

2.2.1 The bidder shall, on submission of an offer, be regarded to have satisfied himself as to all the conditions and particulars of the offer.

2.3 FULL ACCEPTANCE OF CONDITIONS

2.3.1 The bidder shall be regarded as having read and understood the General Conditions and the submission of his offer shall be assumed to show his total acceptance of it.

2.3.2 Any special conditions with regard to the contract should be contained in the specifications concerning the contract, should supplement the General Conditions and be annexed to them. Provided that such special conditions be valid only if they are contrary to the General Conditions.

2.3.3 Subject to the above sub-clauses, the tenderer may restrict one or more of the conditions, but If his offer is accepted, no restriction of any condition shall be part of his contract with the NORTHERN CAPE DEPARTMENT OF EDUCATION (The Department), unless, on submission of his offer, he has indicated, specifically, in writing, with regard to each and every condition he wishes to restrict, the number of the condition and the degree to which it should be restricted.

2.4 TRANSFER

2.4.1 The Contractor may not transfer the project to another company, unless with the written consent of NORTHERN CAPE DEPARTMENT OF EDUCATION and on condition approved by NORTHERN CAPE DEPARTMENT OF EDUCATION.

2.5 CONTRADICTIONS

2.5.1 If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the contractor should, before he begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of NORTHERN CAPE DEPARTMENT OF EDUCATION.

2.6 DEVIATIONS

2.6.1 If the tenderer offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the offer. The Department reserves the right to reject the deviation.

2.7 BREACH OF CONTRACT

2.7.1 If it appears to NORTHERN CAPE DEPARTMENT OF EDUCATION that the contractor is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the contractor is in default or has breached the contract in any other way, then NORTHERN CAPE DEPARTMENT OF EDUCATION may order the contractor in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the contractor neglects to redeem it within the said period, then NORTHERN CAPE DEPARTMENT OF EDUCATION will be at liberty, without prejudice to any of its contractual rights, to execute the work the contractor has neglected to perform, or to take away the whole contract or a part thereof from the

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contractor and place an order for it with someone else. The contractor shall be liable for any loss suffered by NORTHERN CAPE DEPARTMENT OF EDUCATION on account of steps taken by NORTHERN CAPE DEPARTMENT OF EDUCATION in terms of this clause.

2.8 PAYMENT

- 2.8.1** Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:
- 2.8.2** NORTHERN CAPE DEPARTMENT OF EDUCATION shall pay for the services rendered by the contractor within thirty (31) calendar days and in line with NORTHERN CAPE DEPARTMENT OF EDUCATION's Accounts Payable Policy after the end of the month in which the service was rendered, provided the contractor deliver a valid invoice containing the relevant VAT numbers (*VAT Exempted), for the services within that period and in accordance with NORTHERN CAPE DEPARTMENT OF EDUCATION deadlines with regards to cut-off dates for creditors.

2.9 PARTICULARS TO BE FURNISHED

- 2.9.1** No offer shall be considered unless it is fully completed in ink and accompanied by sufficient information that makes it possible to judge whether the tendered goods meet the specifications or not.
- 2.9.2** If the required particulars are not furnished in full, the offer may be regarded as being non-compliant with proposal requirements.

2.10 SEQUESTRATION OR SURRENDERING OF ESTATE OF CONTRACTOR

- 2.10.1** If either a provisional or a final sequestration of the contractor's estate is ordered, or if application is made for such an order, or in case the contractor applies for the surrendering of his estate, or enters into, makes or obtains a deed of assignment of estate, or comes to another agreement, or makes another arrangement with, or makes an assignment to the benefit of his creditors, or pretends to do so, or, if the contractor, being a firm, decides to liquidate the company, or if the court should order such liquidation, or if he or the firm, as the case may be, is sentenced in a competent court, or if, in the execution of a sentence, his movables and immovable are seized, then NORTHERN CAPE DEPARTMENT OF EDUCATION shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the contractor, and subject to the right of NORTHERN CAPE DEPARTMENT OF EDUCATION to sue the contractor for damage NORTHERN CAPE DEPARTMENT OF EDUCATION has suffered on account of the aforementioned events.

2.11 PERIOD OFFER SHALL BE VALID

- 2.11.1** The submission of an offer to NORTHERN CAPE DEPARTMENT OF EDUCATION shall be regarded as being an agreement between the tenderer and NORTHERN CAPE DEPARTMENT OF EDUCATION in terms of which the offer shall remain valid for acceptance by NORTHERN CAPE DEPARTMENT OF EDUCATION for the period determined in the proposal invitation, during which period the tenderer may not withdraw his offer nor weaken or diminish the tenor of the offer.

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2.12 CODE OF CONDUCT

- 2.12.1** The Contractor and his employees agree not to provide, induce, give or associate with any “gratification”, as defined in the Prevention and Combating of Corrupt Activities Act No 12 of 2004, to any staff or any person appointed in an official capacity at NORTHERN CAPE DEPARTMENT OF EDUCATION.
- 2.12.2** Contravention of this clause will result in the immediate cancellation of the contract;
- 2.12.3** The Contractor is not allowed to hold any social functions on NORTHERN CAPE DEPARTMENT OF EDUCATION premises.
- 2.12.4** Social interaction between the Contractor and NORTHERN CAPE DEPARTMENT OF EDUCATION’s employees, or any person appointed in an official capacity at NORTHERN CAPE DEPARTMENT OF EDUCATION that adversely affects the service is prohibited;
- 2.12.5** No labour union meetings, either in house or with union officials, on NORTHERN CAPE DEPARTMENT OF EDUCATION premises will be permitted.
- 2.12.6** The Contractor shall not use NORTHERN CAPE DEPARTMENT OF EDUCATION address or Logo, internally or externally, for his or her own correspondences. Contractors staff shall not hold unauthorised meetings, incite, or participate, involve in illegal industrial action within NORTHERN CAPE DEPARTMENT OF EDUCATION premises, incite or participate in an industrial action on the premise.

2.13 AWARDING AND POST TENDER NEGOTIATIONS

- 2.13.1** NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to award this tender to an emerging enterprise company.
- 2.13.2** The bidder obtaining the highest number of points should be recommended for acceptance subject to paragraphs 2.13.4, 2.14.5, 2.13.6, and 2.14 below.
- 2.13.3** NORTHERN CAPE DEPARTMENT OF EDUCATION may consider its Procurement Philosophy and Local specific goals in recommending a bidder other than the highest point scoring bidder for the award.
- 2.13.4** In addition to Price and Local specific goals, NORTHERN CAPE DEPARTMENT OF EDUCATION will further consider the functionality points score or the CIDB Grading in awarding the tender and the NORTHERN CAPE DEPARTMENT OF EDUCATION Summary Technical Report.
- 2.13.5** NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to engage in post –tender negotiations wherever applicable, prior to awarding.
- 2.13.6** Overall decision to award or consider a successful Bidder will be based on the closest proposal to the Quantity Surveyor’s cost estimate.

2.14 NORTHERN CAPE DEPARTMENT OF EDUCATION PROCUREMENT PHILOSOPHY

- 2.14.1** It is the policy of NORTHERN CAPE DEPARTMENT OF EDUCATION when purchasing or obtaining goods and services to enhance the economic participation of black people in NORTHERN CAPE DEPARTMENT OF EDUCATION’s procurement process and to have due regard to the importance of the following in line with its Procurement Policy.

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- 2.14.2** increasing the extent to which NORTHERN CAPE DEPARTMENT OF EDUCATION engages with existing and new, the youth, black women-owned and managed enterprises, to increase their access to economic activities, infrastructure and skills training.
- 2.14.3** promoting the development and support of businesses from disadvantaged communities (small, medium, micro enterprises, emerging enterprises, as well as established businesses within those communities).
- 2.14.4** promoting local, regional and provincial Contractors.
- 2.14.5** stimulating and promoting local economic development in a targeted and focused manner; and
- 2.14.6** to promote local economies, quotations may be sourced from community-based vendors for procurement of goods and services.
- 2.14.7** This procurement philosophy may be reflected in the functionality criteria of this tender.

2.15 RESERVATION OF RIGHTS BY NORTHERN CAPE DEPARTMENT OF EDUCATION:

- 2.15.1** NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to award this tender as a whole or in part without furnishing reasons.
- 2.15.2** On the date that the contract awards are approved by NORTHERN CAPE DEPARTMENT OF EDUCATION, the contracts agreed between NORTHERN CAPE DEPARTMENT OF EDUCATION and the selected Contractor pursuant to this project will come into effect and shall be binding on the Contractor.
- 2.15.3** NORTHERN CAPE DEPARTMENT OF EDUCATION will score (for Price and Local specific goals), separately, the functionally compliant bid responses submitted in respect of this tender.
- 2.15.4** NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to engage with any preferred tenderer in post-tender negotiations on price and other matters, and in the event that NORTHERN CAPE DEPARTMENT OF EDUCATION and a preferred tenderer reach deadlock in any such post-tender negotiations, NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to terminate the negotiation process at any stage.

2.16 JURISDICTION APPLYING

The contract should be set out in all respects according to the law of the Republic of South Africa, and any possible dispute that may arise between NORTHERN CAPE DEPARTMENT OF EDUCATION and the contractor in connection with the contract shall be resolved in the Republic of South Africa.

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2.17 CANCELLATION OF OFFER AND/OR CONTRACT

If it is found that the contractor-

- 2.17.1** Has offered, promised or given anyone who had to do with the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract.
- 2.17.2** Is not executing a contract in a satisfactory manner
- 2.17.3** Is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply.
- 2.17.4** Is acting in a fraudulent or improper manner or in bad faith toward NORTHERN CAPE DEPARTMENT OF EDUCATION –
Then NORTHERN CAPE DEPARTMENT OF EDUCATION may disqualify the tenderer immediately or cancel the contract.

GENERAL CONDITIONS OF OFFER (CONTINUED)

remedy to his / her disposal in respect of:

- a) any loss and/or damage suffered, and;
- b) any additional costs or expenses incurred in that the NORTHERN CAPE DEPARTMENT OF EDUCATION had to invite new offers or accept a less favourable offer, or whatever.

2.18 GENERAL

- 2.18.1** The awarded Contractor must subcontract 30% of the project value to local Subcontractors in consultation with the Community Liaison Officer and Ward Councillor.
- 2.18.2** The Community that will be considered a priority will be the Local/ Immediate Community as per the Municipal demarcations e.g.: Ward where the project is. In a case where a suitable contractor is not available within the local Community, the neighbouring Ward Community might be considered.
- 2.18.3** If there is any difference or contradiction between the prices or particulars on the official tender form and those on the tenderer's accompanying letter the prices or particulars on the tender form shall be valid in all cases.
- 2.18.4** The offer should be fully completed in ink on the proposal form and submitted online.
- 2.18.5** The bids must be submitted online, to the link that will be submitted to each bidder.
- 2.18.6** Bids that are received after the closing date and time will not be considered.
- 2.18.7** The tenderer must put his/her initials next to all changes that he /she makes on the documents.
- 2.18.8** **No** corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake is made, it should be struck out once in ink, and the same person who formally signs the offer must sign in full at every correction made.
The Department reserves the right to reject an offer if any correction made on it is not made in the manner set out above.

3. SPECIFIC AND ADDITIONAL CONDITIONS GOVERNING THIS OFFER

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3.1 GENERAL SECTION

3.1.1 HURDLE REQUIREMENTS

The following are **Hurdle Requirements**; non-compliance with any of the requirements below will render your offer invalid:

- Form of Offer – must be completed in full and signed by the individual authorised on the Form of Proxy; proof to be provided of such authority or right to sign on behalf of the organisation (see also Form of Proxy, Witnesses, Identity Documents and Occupational Health and Safety Agreement).
- Form of Proxy – must be completed and signed in full by an individual with sufficient authority; proof to be provided of said proxy being given.
- Occupational Health and Safety Agreement – must be completed and signed in full by an individual with sufficient authority.
- Witnesses – a minimum of one (1) witness is to sign the following portions of the document: Form of Offer
- Identity Documents - certified copies of all equity holders Identity Documents are required.
- Acceptable Audit Trail – including proof of Company Registration (CIPRO); Detail of all equity holders and a valid TAX Clearance Certificate (original copy only).
- Letter of good standing from the bank.
- Financial statements of the previous financial year.
- Attendance of the compulsory Briefing Session.
- Returnable documents – Must be completed in full, initialled on each page and signed where applicable by the individual with sufficient authority.
- Required CIDB grading for this tender.
- This entire document, completed in full as well as all additional proofs, certificates and other documentation as requested are to be considered 'Returnable' and failure to supply relevant information may render an offer invalid.
- Returnable documents – Must be completed in full, initialled on each page and signed where applicable by the individual with sufficient authority.
- Submission of project programme.

3.1.2 SUBCONTRACTOR

- For any subcontracted work
- A list of key personnel (Registered with professional body) must be provided

3.1.3 SPECIFIC/ADDITIONAL CONDITIONS GOVERNING THIS OFFER

- Bill of Quantities may be on formal letterhead but final amount **MUST** be carried over to Form of Offer. (Formal offer must accompany this document).
- Overall decision to award or consider a successful Bidder will be based on the closest proposal to the Quantity Surveyor's cost estimate.
- The Community that will be considered a priority will be the Local/ Immediate Community as per the Municipal demarcations e.g: Ward where the project is located. In a case where a suitable contractor is not available is not available within the local Community, the neighbouring Ward Community might be considered.

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3.1.4 SOURCING OF LOCAL SMME'S

DESIGN PROCEDURES

- *Interface with existing structures, plant etc.*
- *Any temporary works requirements,*
- *Design integration before and during construction*
- *All works to be approved by NORTHERN CAPE DEPARTMENT OF EDUCATION/Consultants before implementation*
- *Any design changes to be approved prior to construction and*
- *All documents be clearly marked with the correct file number and proper filing to be kept.*

3.1.4.1 Preferential procurement deliverables

Where the contractor claims a preference in the Preference Schedule for sub-contracting work to be CIDB registered contractors having specified CIDB contracting grading designations, the contractor shall deliver deliverables C1. Provide business opportunities for targeted enterprises, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data associated with SANS 1914-1 which shall have precedence in the interpretation of any ambiguity or inconsistency.

- Local SMME's will be sourced/invited through CLO and the Ward Councillor.
- NORTHERN CAPE DEPARTMENT OF EDUCATION, Consultants and The successful contractor will follow normal supply chain process.
- First preference will be given to the ward SMME's.

The employer's representative is the Project Manager identified in the Contract Data
A targeted enterprise is a CIDB registered contractor who has contractor grading of 8GB or higher.
The contract participation goal is a tendered in the Preferencing Schedule for which a preference was granted.
The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.
The targeted enterprise declaration and letters of undertaking are to be submitted within 3 months of the commencement of the contract.

3.1.4.2 Provide employment and skills development opportunities to targeted labour.

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The contractor shall deliver Deliverable B1, provide employment and skills development opportunities to targeted labour, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data, which shall have precedence in the interpretation of any ambiguity or inconsistency:

The following activities are to be carried out by temporarily employed local workers:

- Earthworks activities, which are to be performed by, hand, namely. Trench excavation compaction of the backfilling to trenches in areas not subject to traffic, clearing and grubbing, shaping, loading, haul, off-loading, spreading, compaction and grassing.
- Stone pitching and rubble masonry
- Manufacturing elements

The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from the other employment and jobs with longer-term prospects.

Men, women, disabled persons and the aged must receive the same pay for work of equal value.)

Essential data

Variations

See changes made in the Preliminaries and General in the Bills of Quantities.

Additional clauses

See changes made in the Preliminaries and General in the Bills of Quantities.

3.1.4.3 Participation goals

The participation goals are to be divided into the following categories:

- All construction projects must incorporate a clear local community empowerment strategy, which shall form an integral part of the contractor's bid
- Employ a minimum of 30% of the total labour requirement of the contract from the local community
- The total labour requirements of the contract should be in the following proportions: ☐ A minimum of 30% to women
- A minimum of 20% to youth who are between the ages and 35 years of age; and

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- A minimum of 2% to persons with disabilities

3.1.4.4 Social and Economic Deliverables

The contractor shall deliver the following deliverables as described in the CIDB Specifications for Social Economic Deliverables in Construction Works Contracts (SSED) and the following associated specification data:

The Specification Data shall have precedence in the interpretation of any ambiguity of inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to be clause in the standard to which it mainly applies.

- Prices entered *must include VAT*.
- Offer must be valid for a period of one hundred and twenty (120) calendar days from the date on which they are submitted and may be accepted at any time during that period of one hundred and twenty (120) calendar days.
- All Bidders will be subjected to vetting process.
- Participants must furnish the full, registered name of the party/ies that is/are quoting on Company Detail. The authorised representative who is tasked with the responsibility to complete this Offer is requested to initial each page of this document in the space provided.
- No corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake is made, it should be struck out once in ink, and the same person who formally signs the bid must sign in full at every correction made. NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to reject an offer if any correction made on it is not made in the manner set out above.
- By submission of an Offer the Bidder will be deemed to have acquainted himself/herself fully with the Offer documents, local authority requirements and by-laws, and all aspects of the work envisaged in the documents prior to pricing and submission of his/her Offer.
- Offers will be accepted up to **13 November 2026 at 11:00**, offers **MUST** be submitted online to the link that will be forwarded to each bidder.

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3.2 TECHNICAL SECTION

3.2.1 SCOPE

These specifications make provision for the execution of all work that is necessary for the proposed **COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL PHASE 3B**.

3.2.1.1 DESCRIPTION OF WORKS

The description of works is pertained in the Scope of Completion of Construction of JTG School and Hostel – Situated at Kuruman.

3.2.1.2 ADDITIONAL INFORMATION

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the Principal Agent to assess the weekly progress of the Works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of nominated and/or selected and/or domestic and/or direct sub-contractors. The programme and level of detail shall be to the entire satisfaction of the Principal Agent.

No change is to be made to the programme without the approval of the Principal Agent, who shall be entitled to instruct the Contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Principal Agent, but such approval shall in no way relieve the Contractor of his sole responsibility for the proper programming and seeing to the progress of the Works and the timeous completion thereof.

The programme is to be prominently displayed in the Site Office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Principal Agent.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

All materials, fittings, finishes, etc. specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Principal Agent's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the Tender.

The Contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

The contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the **PRINCIPAL AGENT** for examination, the contractor shall furnish the **PRINCIPAL AGENT** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

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Notwithstanding the approval of these above-mentioned tests by the **PRINCIPAL AGENT**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The employer and/or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its Contractors shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and/or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum. Tenderers are advised that whilst drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tenderers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the contractor, and the contractor shall, at his own expense, Northern Cape Department of Education a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The Contractor shall consult the Principal Agent before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent or Employer's representative. Damage to these services shall be for the Contractor's account.

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) Specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

The Contractor shall obtain and hand over to the Principal Agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes.

The work shall be carried out in accordance with the requirements of Local Authority regulations that may be applicable.

The Contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

Prices throughout these bills of quantities shall be deemed to include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying

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and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packings.

Prices for all items contained in these bills of quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the summary page of the contract document and final statement of accounts, as applicable.

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

The Employer shall have the right to employ other Contractors to execute any special Tasks whether contained in this Contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the Works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the Special Tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the Principal Agent's office and shall bear the Principal Agent's office stamp and signature and an up-to-date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Principal

Initials:

Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

Supervision by the Principal agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Principal Agent and other agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

The Contractor may be called upon from time to time to cease certain building activities as required by the employer. In this regard, the contractor shall cease such activities for the period as agreed with the principal agent. In this regard, the contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

Should any part of a drawing not be clearly intelligible to the contractor or the manner in which the work is to be carried out not be clear, the contractor shall request the Principal Agent to clarify his requirements, which request and reply shall be in writing, failing which the contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

The Contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing. The contractor shall ensure that there is a maximum of a twenty-four (24) hour turn-around time for the removal of all full waste skips from site. The contractor further acknowledges that the employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty-four (24) hour turn-around time and that such costs shall be deducted from amounts due to the contractor.

The Contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the contractor at its own cost. It shall be deemed that the contract price is inclusive of the following:

- Hard wearing and strengthen dust barriers to be in uniform colour and specification.
- The provision of all hoarding which must be constructed of new boards (painted black in colour) of equal lengths and heights.
- The provision rubble chutes and waste skips.

It shall be deemed that the Contractor has included in the contract amount for the provision of access permits, uniforms, PPE, identification cards for all personnel accessing the area of the works.

Initials:

3.2.1.4 COMPLETION SCHEDULE

Contract period:	18 Months
Penalties for late completion:	R10,000 (Ten thousand) per calendar day
Tender validation period:	120 calendar days from the closing date

3.3 EVALUATION PROCESS

3.3.1 INTRODUCTION

To ensure that all respondents are afforded the opportunity to compete on an equal footing and to enable NORTHERN CAPE DEPARTMENT OF EDUCATION to evaluate the bids received on an equal basis, the bid evaluation process described below will be followed by NORTHERN CAPE DEPARTMENT OF EDUCATION.

3.3.2 METHODOLOGY AND EVALUATION PROCESS

3.3.3 THE EVALUATION OF BIDS WILL BE DIVIDED INTO THREE (3) PHASES:

Phase 1: Pre-qualification criteria.

3.3.3.1 The pre-qualification check requires verification of compliance with the hurdle requirements. Note: No points are allocated to this phase; however, bids that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

3.3.3.2 NORTHERN CAPE DEPARTMENT OF EDUCATION has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the Contractor for NORTHERN CAPE DEPARTMENT OF EDUCATION to accept an offer for evaluation.

I/We have attached to this document:	Tick if submitted		Office use
1. Tender document is free, attach email sent to tmafatshe@mtcc.co.za requesting the tender document.	Yes	No	
2. Authority to Sign this Bid (for companies that has more than one director)	Yes	No	
3. Contractors must be registered on Central Supplier Database (MAAA Number to be used to verify registration)	Yes	No	
4. Valid and Active CIDB Grading certificate of Grade 8GB - JVs to submit consolidated CIDB Grading, which equates to the required grading	Yes	No	
5. Valid COIDA Certificate - If JV all partners must submit COIDA or FEM Certificates	Yes	No	
6. Fully Completed and Signed form of offer All blanks spaces must be completed	Yes	No	
7. Fully Completed and signed forms	Yes	No	

Initials:

8. Confirmation of addendum (If Applicable)	Yes	No	
9. Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in Ink	Yes	No	
10. Compulsory Briefing Session – Briefing session attendance Register must be signed at Briefing Meeting	Yes	No	
11. Joint Venture Agreement - If Applicable Joint Venture Agreement must be signed by all parties of the JV. Joint ventures are eligible to submit tender provided that: 1. Every member of the joint venture is registered with the CIDB 2. NB: Each party to the JV or Consortium must individually compile Sections SBD 4, SBD 6.1, SBD 7.2. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project. 4. A Joint Venture Agreement signed by both parties to the JV Agreement. Failure to submit will lead to disqualification of the bid.	Yes	No	
12. Submission of project programme	Yes	No	
Bids that do not meet the Pre-Qualification requirements will not advance to the next stage of assessment. No points are allocated to this stage.			

Initials:

EVALUATION PROCESS (CONTINUED)

3.3.4 Phase 2: Evaluation of bids based on Functionality Criteria

3.3.4.1 The aim of this exercise is to evaluate all bids received based on Functionality as a criterion in accordance with the tender requirements.

3.3.4.2 Evaluation criteria as set out hereunder are designed to ensure conformity with Northern Cape Department of Education Supply Chain Management bid requirements.

3.3.4.3 To assist respondents, a synopsis of the evaluation form which will be utilized by the Northern Cape Department of Education evaluation team, indicating the evaluation criteria, weights, applicable values and/or minimum qualifying score for functionality, is provided in this tender document.

3.3.4.4 A bidder that fails to obtain the minimum the qualifying score for functionality as indicated in this tender document is not an acceptable tender and will not be considered for evaluation under Phase 3.

3.3.4.5 Each tender that obtains the minimum qualifying score for functionality will be evaluated further in Phase 3, in terms of price, preference points and other matters specified below.

3.3.5 Phase 3: Evaluation in terms of 90/10 preference point system

3.3.5.1 Only bids that achieved the minimum qualifying score/percentage for functionality will be considered further in terms of the Phase 3 preference points scoring system.

3.3.5.2 The weightings to be utilized in calculating points scored for the Phase 3 preference points scoring system will be:

3.3.5.3 Up to 90 Points for Price;

3.3.5.4 Up to 10 Points for the Local specific goals.

3.3.5.5 Step 1 will be the calculation of points for price, where the lowest priced bid in respect of each Group of Routes will score 90 points for price, while bids with higher prices in respect of the same Group of Routes will score lower points for price on a pro-rata basis.

3.3.5.6 The following formula will be utilized to calculate the points for price in respect of tenders with a Rand value above R 1 000 000 (all applicable taxes included):

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P - P_{min}} \right)$$

Where:

□ Ps = Points scored for comparative price of proposal or offer under consideration;

□ Pt = Comparative price of proposal or offer under consideration; and □ Pmin = Comparative price of lowest acceptable proposal or offer.

Initials:

EVALUATION PROCESS (CONTINUED)

- 3.3.6** Step 2 will be the calculation of points for the Local specific goals, broken down into the following categories, Full points to be awarded in the case where a minimum 51% ownership of the company is from these respective individuals:

2 points - Black people

2 points – Youth

4 point – Women

2 points – Disabilities

- 3.3.7** The points scored for price (step 1) will be added to the points scored for Local specific goals to obtain the bidder's total points scored out of 100.

3.3.8 GENERAL

- 3.3.8.1 NORTHERN CAPE DEPARTMENT OF EDUCATION may request additional information, clarification or verification in respect of any information contained in or omitted from a Contractor's tender. This information will be requested in writing.
- 3.3.8.2 NORTHERN CAPE DEPARTMENT OF EDUCATION may conduct a due diligence on any Contractor, which may include interviewing customers.
- 3.3.8.3 NORTHERN CAPE DEPARTMENT OF EDUCATION may shortlist Contractors and may request presentations from short-listed Contractors.
- 3.3.8.4 NORTHERN CAPE DEPARTMENT OF EDUCATION may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 3.3.8.5 NORTHERN CAPE DEPARTMENT OF EDUCATION will evaluate the Tenders with reference to NORTHERN CAPE DEPARTMENT OF EDUCATION approved evaluation criteria, guided by the NORTHERN CAPE DEPARTMENT OF EDUCATION procurement policy as indicated. NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to appoint a specialist/consultant to assist in performing such evaluations.

3.3.9 AWARDING AND POST TENDER NEGOTIATIONS

- 3.3.9.1 NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to award this tender to an emerging enterprise company. The Department also reserves the right not to award the project to a construction company that is too committed with other works, the bidders are to submit the current projects that they are currently under construction.
- 3.3.9.2 The bidder obtaining the highest number of points should be recommended for acceptance paragraph 3.3.9.4, 3.3.9.5, 3.3.9.6, and 3.3.10.4 below.
- 3.3.9.3 NORTHERN CAPE DEPARTMENT OF EDUCATION may consider its Procurement Philosophy Policy in recommending a bidder other than the highest point scoring bidder for the award.
- 3.3.9.4 In addition to Price and Local specific goals, NORTHERN CAPE DEPARTMENT OF EDUCATION will further consider the functionality points score or the CIDB Grading in awarding the tender and the NORTHERN CAPE DEPARTMENT OF EDUCATION Summary Technical Report.
- 3.3.9.5 NORTHERN CAPE DEPARTMENT OF EDUCATION reserves the right to engage in post –tender negotiations wherever applicable, prior to awarding.
- 3.3.9.6 Overall decision to award or consider a successful Bidder will be based on the closest proposal to the Quantity Surveyor's cost estimate.
- 3.3.9.7 All Construction Projects to accommodate Local Communities with 30% of the contract amount to be subcontracted.

Initials:

3.3.9.8 The Community that will be considered a priority will be the Local/ Immediate Community as per the Municipal demarcations. In a case where a suitable contractor is not available within the local Community, the neighbouring Ward Community might be considered.

EVALUATION PROCESS (CONTINUED)

3.3.10 NORTHERN CAPE DEPARTMENT OF EDUCATION PROCUREMENT PHILOSOPHY

3.3.10.1 It is the policy of NORTHERN CAPE DEPARTMENT OF EDUCATION when purchasing or obtaining goods and services to enhance the economic participation of black people in NORTHERN CAPE DEPARTMENT OF EDUCATION's procurement process and to have due regard to the importance of the following in line with its Procurement Policy.

3.3.10.2 increasing the extent to which NORTHERN CAPE DEPARTMENT OF EDUCATION engages with existing and new, the youth, black women-owned and managed enterprises, to increase their access to economic activities, infrastructure and skills training

3.3.10.3 promoting the development and support of businesses from disadvantaged communities (small, medium, micro enterprises, emerging enterprises, as well as established businesses within those communities)

3.3.10.4 promoting local, regional and provincial Contractors

3.3.10.5 stimulating and promoting local economic development in a targeted and focused manner; and

3.3.10.6 to promote local economies, quotations may be sourced from community-based vendors for procurement of goods and services.

Stage 1: Evaluation of functionality			
Note: No bid will be considered unless 70 points has been achieved for functionality			
Item		Points	Weighting
1	Company Experience		
	Completion Certificate: Provide appointment letters, completion certificates and reference letters per project indicating completed building projects with a minimum value of R50 million per project.		
	Failure to submit any of the appointment letter, completion certificate and reference letter will lead to the points not being allocated. Meaning, per project completed these documents must be attached, failure to submit any of the documents will lead to the points be forfeited.		
	Reference 1	8	
	Reference 2	8	
	Reference 3	8	

Initials:

Reference 4	8
Reference 5	8
Locality The contractor is to provide proof of an official business address within the province of Northern Cape. A Lease agreement can be attached including 3 months bank statements showing the tenant has been paying the landlord. Alternatively, if the Contractor owns the property, it must provide Municipality rates and taxes. Within the boundaries of Joe Morolong Local Municipality: 15 Points Within the boundaries of John Taolo District Municipality: 10 Points Within the boundaries of Northern Cape Province: 5 Points Outside the boundaries of Northern Cape Province or failure to provide proof: 0 Points	15
Qualifications and Competencies of key staff Registered Project Manager with the South African Council of the Project and Construction Management Profession, with minimum 5 years post registration experience, a CV and proof of registration must be attached: 7.5 points Registered Quantity Surveyor with the South African Council of the Quantity Surveying Profession, with minimum 5 years post registration experience, a CV and proof of registration must be attached: 7.5 points A letter on the Company letterhead must be attached where the individual confirms that they are aware of the bid and that they are available to carry out the respective responsibility should the Construction Company be appointed. Failure to submit the letter will lead to the points being forfeited.	15

Initials:

Safety Health and Environmental Quality OHS Plan submitted with Legal requirements & regulations. • Related to scope of work – 4 Points • Safe working procedure – 3 Points Safety Officer in the Organogram, qualification & CV • CV- 2 points • Safety related qualification – 3 points Risk Management plan submitted: 3 Points	15	
Construction method statement, project specific programme and cashflow forecast The contractor is to submit a Construction Method Statement that details the step-by-step processes that they will undertake in completing the project. A Project Specific Programme on MS Project or similar approved must also be attached. The Contractor must also attach a Project Cashflow: 10 Points	10	
Availability of Plant and Equipment Total Points: 5 Points Heavy duty machinery, TLBs, Excavators, Rollers (including Plant & Equipment): 2 Points Trucks, 1- 5 trucks, Water tanks (including Plant & Equipment 3-4): 1 Point LDVs, Bakkies (including Plant & Equipment): 1 Point Scaffolding, Trestles, Step Ladders, Concrete Mixers, Generators, Jack Hammer: 1 Point	5	
Total Points		100

Stage 2: Only bidders that achieved the 70 point and more on the Functionality Criteria will be considered for further evaluation

Initials:

Stage 3: Evaluation in terms of the 90/10 preference point system

Only bids that achieved the *minimum qualifying score/percentage* for functionality will be considered further in terms of the 90/10 preference point system.

The formulae to be utilized in calculating points scored for the preference point system will be made available to all attendees at the compulsory information session.

Step 1 will be the calculation of points for price where the lowest bid will score 90 points for price, while bids with higher prices will score lower points for price on a pro-rata basis.

The following formula will be utilized to calculate the points for price in respect of tenders with a Rand value above R50, 000, 000 (all applicable taxes included):

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for comparative price of proposal or offer under consideration;

P_t = Comparative price of proposal or offer under consideration; and P_{min} = Comparative price of lowest acceptable proposal or offer.

Step 2

Step 2 will be the calculation of points for the Local specific goals, broken down into the following categories:

- 2 points - Black people
- 2 points – Youth
- 4 point – Women
- 2 points – Disabilities

Calculating the final Score

The points scored for price (step 1) will be added to the points scored for Local specific goals, (Step 2) to obtain the Bidder's total points scored out of 100.

Initials:

4. STATEMENT OF PROXY

It is compulsory for all participating bidders to complete this form in all detail.

Failure to adhere to the abovementioned precondition shall render your offer invalid.

Two specimen signatures by the authorized signee of this bid documentation must be entered in the block provided. Care must be taken that the signatures does *not exceed the size of the block*.

The following member/person has been *duly authorized* to enter into the agreement for

COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL CAMPUS PHASE 3B: Full name of signee:

(please print)

Capacity of signee:

(please print)

ID number of signee:

(please print clearly)

[illegible]

Signature of authorized member/person:

(signatures must not exceed the size of the block)

Specimen signature 1	Specimen signature 2
-----------------------------	-----------------------------

Above mentioned authorization was bestowed upon the signee in terms of the following:

(Please mark the appropriate box with an 'x')

Procurement		Company/Board resolution			
Sole owner		Other: <i>(Please state document proving authorization)</i>			

If the bidder is a:

- **sole owner** and therefore has the authority to sign the tender, please state this clearly above.
- **company, corporation or firm**, state how the SIGNATORY obtained the authorization to sign the Tender

11

Completion of Construction of JTG School and Hostel PHASE 3B

5. FORM OF OFFER

NOTES:

- a No Offer shall be considered unless this form has been completed in full, initialled on each page and signed in full on the final page.
- b Documents must be completed in black ink or with a black ball-point pen and prices must **INCLUDE VAT**.
- c Use of correction fluid (Tipp-ex) shall render your Offer invalid.

I/We the undersigned, have read the specifications and hereby offer and undertake to execute all work that is necessary for the proposed tender : **COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL PHASE 3B**, as discussed with us during the site visit of, **8th of October 2026** held on site at the school.

NB. The following proof MUST be produced: Proof that the person who signed the offer has the authority to do so. Certified copies of the ID documents of the authorized signee **as well as** the person responsible for this statement. **As proof of this authorization, I/we have attached a certified copy of required documentary proof to this offer.** Thus signed at _____
(town/city) on this _____ day of _____ 2026

Full name of person responsible for this statement	Capacity of signatory

(please print)

(please print)

Signature

ID number

Failure to provide appropriate documentation as outlined above shall render your tender invalid.

NC/DE/008/2026-2027: Completion of Construction of the JTG School and Hostel PHASE 3B

I/We, the undersigned, have read the specifications and hereby offer and undertake to execute all work that is necessary for the proposed tender: **COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL PHASE 3B.**

Further, I/we, the undersigned, undertake not to withdraw or cancel this offer for or within one hundred and twenty (120) calendar days of the date it should be submitted and agree that Northern Cape Department of Education may accept the offer at any time during the period of one hundred and twenty (120) calendar days.

Thus signed at _____ (town/city) on this _____ day of _____ 2026.

Signature/s by proxy:
(of the person/s authorised to sign)

Full name of signatory
(Please print)

Capacity of signatory
(Please print)

1. _____

Signature of witness:

Name of signatory

ID number

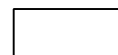
1. _____

Registered name of _____ **company**

(please print)

Registered address of _____ **company**

(please print)

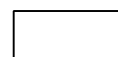


Tel: ()

Fax : ()

Mobile:

E-mail:



NC/DE/008/2026-2027: Completion of Construction of JTG School and Hostel PHASE 3B

6.1 DETAILS OF PROPOSED SUBCONTRACTOR ELECTRICAL

*Detail on this page MUST be completed fully. Incomplete forms shall render the offer invalid.
(N/A to be stated if not applicable).*

Requirement		Response																				
Registered name of company/enterprise																						
CIPRO Registration number																						
VAT registration number																						
UIF registration number																						
Official telephone number		()																				
Official fax number		()																				
E-mail Address																						
Physical Address																						
													Code									
Official Postal Address																						
													Code									
Director / Member (1)	Full Names and Surname																					
	Position in company/ enterprise																					
	ID No.												Income Tax No.									
Director / Member (2)	Full Names and Surname																					
	Position in company/ enterprise																					
	ID No.												Income Tax No.									
	Full Names and Surname																					
	Position in company/ enterprise																					

Director / Member (3)	ID No.											Income Tax No.						

Initials:

NC/DE/008/2026-2027: Completion of Construction of JTG School and Hostel PHASE 3B

6.3 REFERENCES AND VITAL INFORMATION

6.3.1 CLIENT REFERENCES OF CURRENT AND PREVIOUS CONTRACTS

Please provide references from three customers with similar requirements as NORTHERN CAPE DEPARTMENT OF EDUCATION (one reference may be from a NORTHERN CAPE DEPARTMENT OF EDUCATION department or division). These references are to demonstrate your ability to fulfil NORTHERN CAPE DEPARTMENT OF EDUCATION's requirements and your ability to maintain satisfied customers.

Please note that telephone numbers requested are for the Client/Company and not the personal/mobile number for the Contact person.

(Please mark blocks with 'x' where appropriate)

CURRENT PROJECTS:

Name of Client/Company (1)					
Contract period (in months)				Ongoing	Completed
Value of Contract					
Name of project					
Contact	Full Name				
	Tel no.		Alternative Tel no.		
	Fax no.		E-mail		
Name of Client/Company (2)					
Contract period (in months)				Ongoing	Completed
Value of Contract					
Name of project					
Contact	Full Name				
	Tel no.		Alternative Tel no.		
	Fax no.		E-mail		
Name of Client/Company (3)					
Contract period (in months)				Ongoing	Completed
Value of Contract					

Name of project				
Contact	Full Name			
	Tel no.		Alternative Tel no.	
	Fax no.		E-mail	

Initials:

NC/DE/008/2026-2027: Completion of Construction of JTG School and Hostel PHASE 3B

6.4 COMPLETED PROJECTS:

Name of Supplier/Company (1)				
Name of the project				
Value of the project		R		
Contact	Full Name			
	Tel no.	()	Alternative Tel no.	
	Fax no.	()	E-mail	
Name of Supplier/Company (2)				
Name of the project				
Value of the project		R		
Contact	Full Name			
	Tel no.	()	Alternative Tel no.	
	Fax no.	()	E-mail	
Name of Supplier/Company (3)				
Name of the project				
Value of the project		R		
Contact	Full Name			
	Tel no.	()	Alternative Tel no.	
	Fax no.	()	E-mail	



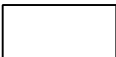
6.4 PROPOSED ELECTRICAL SUBCONTRACTOR

Name of Supplier/Company				
Contact	Full Name			
	Tel no.	()	Alternative Tel no.	
	Fax no.	()	E-mail	



6.5 PROPOSED MECHANICAL SUBCONTRACTOR

Name of Supplier/Company					
Contact	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
	Fax no.	()	E-mail		



6.4 FINANCIAL STATUS

Details of the specific parties utilised by the company/ enterprise bidding					
Bank	Name				
	Branch				
	Account No				
Bookkeeper	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
	Address				
Auditor	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
	Address				
NOTE: Please indicate if you will be willing to provide further details if NORTHERN CAPE DEPARTMENT OF EDUCATION considers these necessary to evaluate your capacity to offer the service or goods as detailed in this Tender					Yes No

7 . OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY
ENTERED INTO AND BETWEEN:**

NORTHERN CAPE DEPARTMENT OF EDUCATION
(Hereinafter referred to as The Implementing Agent)

AND

(Hereinafter referred to as The Contractor)

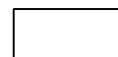
Company Registration Number: _____

Company VAT Number: _____

Agreement number: _____

NC/DE/008/2026-2027

1. The Contractor warrants that all his and his Sub-Contractor's workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workman is present on the Organisation's premises.
2. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and/or his Sub-Contractor and/or his employees are present on the company's premises or which shall remain in force for the duration of his contractual relationship with the Organisation, whichever period is the longest.
 - a. Insurance covering his liability to any employees, his own or Sub-Contractor's, whose earnings are in excess of earnings as defined in the Compensation for Occupational Injuries and Diseases Act 1993.
 - b. Public liability insurance cover.
 - c. Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his Sub-Contractors and/or his employees' acts and/or omissions on the Organisation's premises.
3. The Contractor undertakes to ensure that he and/or his Sub-Contractors and/or their respective employees will at all times comply with the following conditions:
 - a. All work performed on the Organisation's premises must be performed under the close supervision of the Contractor's employees who are trained to understand the hazards associated with any work that the Contractor performs on the stated premises.

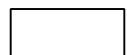


- b. The Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Organisation.
 - c. The Contractor shall ensure that he familiarizes himself with the requirement of the Occupational Health and Safety Act and that he, his employees and any Sub-Contractor comply with them.
 - d. The Contractor shall appoint competent employees who shall be trained on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed.
 - e. Discipline regarding Occupational Health and Safety shall be strictly enforced.
 - f. Personal Protective Equipment shall be issued as required and worn at all material times.
 - g. Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
 - h. No unsafe equipment/machinery and/or articles shall be used on the Organisation's premises
 - i. All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Organisation. The Company shall further be provided with copies of any written documentation relating to any incident.
 - j. The Organisation hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving a Contractor and/or his employees and/or his Sub-Contractor.
 - k. No use shall be made of any Organisation machinery, article, substance, or personal protective equipment without written approval.
 - l. Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
 - m. No alcohol or other intoxicating substance shall be allowed on the Organisations premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises.
 - n. Full participation shall be given if and when Company employees inquire into Occupational Health and Safety issues.
4. The Contractor confirms that he has been informed that he must report to the Organisation management (in writing) anything that he deems to be unhealthy and/or unsafe. He has versed his employees and/or Sub-Contractors in this regard.
 5. The Contractor warrants that he shall not endanger the health and safety of the Organisation employees in any way whilst performing any work on the company premises.

Thus, signed at _____ (town/city) on this ____ day of _____ 2026.

On behalf of The Contractor, namely, (full, registered name of company):

Signature/s by proxy: (of the person/s authorized to sign)	Name of signatory	Capacity of signatory
1. _____	_____	_____
2. _____	_____	_____



**Signature/s of Organisation
representative:**

Name of signatory

Capacity of signatory

1. _____

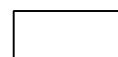
2. _____

Signature of witness:

Name of signatory

ID number

1. _____



SBD FORMS TO BE COMPLETED AND SIGNED IN BLACK PEN INK:

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JTG SCHOOL)					
BID NUMBER:	NC/DE/008/2026-2027	CLOSING DATE:	13 November 2026	CLOSING TIME:	11:00
DESCRIPTION	COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL – PHASE 3B				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ONLINE					
An email must be sent to tmafatshe@mtcc.co.za requesting the link for submission.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. T MAFATSHE		CONTACT PERSON	MR T MAFATSHE	
TELEPHONE NUMBER	084 984 9280		TELEPHONE NUMBER	084 984 9280	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tmafatshe@mtcc.co.za		E-MAIL ADDRESS	tmafatshe@mtcc.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE

/SERVICES OFFERED?			QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES
☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES
☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES
☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

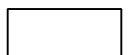
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



SBD 3.1

PRICING SCHEDULE

NOTE: CPAP IS ALLOWED IN THIS PROJECT.

Name of bidder.....	Bid number: NC/DE/008/2026-2027
Closing Time 11:00	Closing date: 13 November 2026

OFFER TO BE VALID FOR 120 CALENDAR DAYS FROM THE CLOSING DATE OF BID.

1. As per sum from Bill of quantities (Please ensure correct calculations)

BID NUMBER	DESCRIPTION
NC/DE/008/2026-2027	COMPLETION OF CONSTRUCTION OF JTG SCHOOL AND HOSTEL – PHASE 3B

Required by: NORTHERN CAPE DEPARTMENT OF EDUCATION

- At: **JTG SCHOOL**

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

firm *Delivery: Firm/not

- Delivery basis

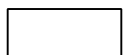
Duration of project period is 18 (eighteen) months.

Penalty for late Completions: **R10, 000** per calendar day.

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

**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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

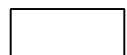
2.2.1 If so, furnish particulars:

.....
.....

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

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



2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

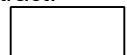
3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

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

.....

.....

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



Signature

Date

.....
Position

.....
Name of bidder

SBD 6.1
Preference Points

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

2. 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).

3. To be completed by the organ of state

(delete whichever is not applicable for this tender).

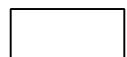
- a) The applicable preference point system for this tender is the 90/10 preference point system **(APPLICABLE)**
- b) The applicable preference point system for this tender is the 80/20 preference point system **(NOT APPLICABLE)**
- c) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
4. 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.

5. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

6. 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.



7. 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.

8. 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).

9. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

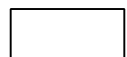
P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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:

80/20 or 90/10



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

Where

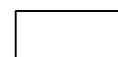
Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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



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:



