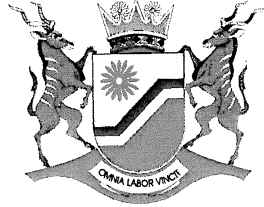


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: EDU/133/22/MP

**APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE
PROVISIONING OF SUITABLE PRIVATE
ACCOMMODATION (BOARDING FACILITIES),
CATERING, LAUNDRY AND TRANSPORT SERVICES
FOR DEAF LEARNERS ATTENDING AT
BUKHOSIBETFU FULL SERVICE SCHOOL (DRIE
KOPPIES) FOR A PERIOD OF THREE (3) YEARS**

ISSUED BY:

Department of Education
Private Bag X11341
Mbombela
1200

NAME OF BIDDER:

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	EDU/133/22/MP	CLOSING DATE: 13 DECEMBER	CLOSING TIME:	12H00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL SERVICE SCHOOL (DRIE KOPPIES) FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms.Moira Olivier		CONTACT PERSON	Mrs. PN Mbatha	
TELEPHONE NUMBER	013 766 5278		TELEPHONE NUMBER	013 766 5845	
CELL. NUMBER			CELL. NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	m.olivier@mpuedu.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

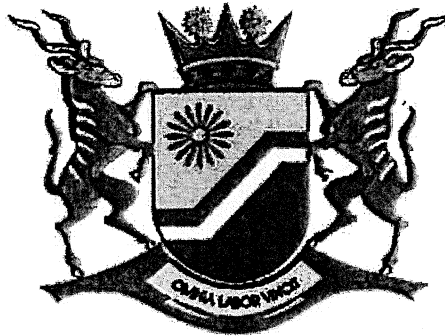
SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF EDUCATION



APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL (DRIEKOPPIES).

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

SECTION A – GENERAL SPECIFICATION INFORMATION

1. PURPOSE

The Mpumalanga Department of Education (MDoE) intends to appoint a credible service provider for the provisioning of suitable private accommodation (boarding facilities), catering, laundry and transport services for Deaf learners attending school in Driekoppies at Bukhosibetfu Full-Service School in the Nkomazi Local Municipality.

2. BACKGROUND

The MDoE is tasked with the responsibility to provide quality education to all learners in the province. The Department intends to provide suitable private accommodation (boarding facilities), catering, laundry and transport services for Deaf learners attending school in Driekoppies at Bukhosibetfu Full-Service School in the Nkomazi Local Municipality these learners.

3. SCOPE OF WORK

The MDoE requires a service provider whose scope of work will entail the following:

- **Accommodation (Boarding Facilities)**

The service provider shall provide daily accommodation (boarding facilities).

- **Catering**

The service provider shall provide catering services for the learners during their stay in the boarding facilities.

- **Laundry Services**

The service provider shall provide laundry services for the learners during their stay at the facility.

- **Transport Services**

The service provider shall provide transport services for the learners to and from school daily.

3.1 Anticipated number of learners and the Child Care Assistants:

The boarding facility must be able to accommodate a minimum of 250 learners and an increase of 15% annually.

All the 250 learners must be accommodated at one (1) boarding facility.

3.2 Location of accommodation (boarding facility) relative to the school:

The prospective accommodation (boarding facility) should be within a reasonable radius that should afford the Deaf learners:

- (a) Reasonable wake-up time to prepare and attend classes at the school on time.
- (b) Maximum travelling time of 20 minutes for a single trip.

3.3 Boarding facility (accommodation) special requirements:

- 3.3.1 A room should be a minimum of 3.5m² and a maximum of 6m² when shared by learners of the same gender.
- 3.3.2 The boarding facility should have separate buildings or separate wings of the same building as sleeping areas for males and females.
- 3.3.3 The accommodation (boarding facility) should include a single bed per learner with duvet and duvet cover, blankets, linen (sheets, pillows and pillowcases).
- 3.3.3 The boarding facility should have open space(s) for recreation.
- 3.3.4 The boarding facility should have communal study space or a hall.
- 3.3.4 The ablution facilities should be separate for males and females. The ratio of 8 rooms should have 1 ablution block for boys/girls and have the universal accessibility. In addition, they should be a toilet, hand wash basin, bath/shower
- 3.3.5 The kitchen and dining facilities must have capacity for food preparations and serving for all the learners. Equipping and cleaning the above facilities shall be the responsibility of the service provider.
- 3.3.6 It shall be the responsibility of the service provider to ensure clean boarding facilities. Cleaning shall be provided by the service provider on a regular basis (twice a day) and as when required in a case of emergency.
- 3.3.7 The accommodation (boarding facility) should have laundry equipment to cater for the full learner complement. Laundry services shall be as per the following schedule:

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

Description	Intervals
School Uniform: School uniform should be washed, ironed and packed in identified learner's laundry bags. (This includes shirts, socks, trousers, jerseys, dresses, ties, blazers and any related item).	Twice per week
Learner's Clothes: (not used as school uniform) Learner's clothes should be washed, ironed and packed in identified learner's laundry bags.	Twice per week

Other items to be provided in the rooms to include linen (sheets and pillows & pillowcases), curtains, blankets, towels, duvet (with duvet covers)

Washing Schedule for the other items:

Description	Intervals
Linen (Sheets and pillowcases)	Once per week
Duvet & Duvet Covers	Once per month
Blankets	Every second week
Curtains	Once per semester / quarter
Towels	Twice per week

3.3.8 The service provider shall provide the laundry bags.

3.3.9 Noise levels in and around the boarding facility should be minimal,

3.3.10 Deaf learners largely depend on vision. Therefore, regular lighting in the entire facilities is a requirement.

3.4 Safety and Security:

3.4.1 The boarding facility should comply with the National Building Regulations in terms of fire safety requirements (fire escape exits, firefighting equipment).

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

3.4.2 24 Hour security at the boarding facility should be available and cost will be borne by the appointed service provider.

3.4.3 The boarding facility should comply with the Occupational Health and Safety Act (Act No. 85 of 1993)

3.4.4 The boarding facility should be provided with a flash light system for fire warnings.

3.5 Transport Service Specifications:

3.5.1 The transport vehicles should be roadworthy at all times and drivers must have bus driving experience with a relevant, valid driver's license and Professional Driving Permit (PrDP), Public Driving Permit (PDP) and a Certificate of Fitness (COF) in accordance with the National Road Traffic Act, 1996 (No. 93 of 1996)

3.5.2 The service provider will transport the learners from the boarding facility to the school and back. 3.5.1

3.5.3 The service provider should provide busses in accordance with the number of learners to be ferried to and fro the school at the same time. The Department will provide an employee to accompany the learners in the bus.

3.5.4 The service provider(s) should have passenger liability cover available to protect the owners and drivers of the vehicles for any legal liability to their passengers whilst travelling in the busses.

The following busses are the only ones eligible for the transportation services mentioned above:

- 22 seater bus
- 33 seater bus
- 40 seater bus
- 65 seater bus
- 80 seater bus
- 114 seater bus

Note: Depending on the learners to be transported on each academic year.

3.6 Food Supply Services Specifications:

3.6.1 The service provider shall provide meals in line with the following menu:

Menu	Service size	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
BREAKFAST								
Porridge	30 g	Oats	Soft maize porridge	Matabella	Oats	Soft maize porridge	Matabella	Cornflakes
Milk	100 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	10 g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
Protein	60 g	Peanut Butter smooth	Egg	Peanut Butter smooth	Egg	Vienna	Egg	Peanut Butter smooth
Brown bread	3 slices	Brown	Brown	Brown	Brown	Brown	Brown	Brown
Margarine	15 g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Tea / Rooibos Tea								
	1 tea bag	Tea	Tea	Tea	Tea	Tea	Tea	Tea
Milk	50 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	10 g							
LUNCH								
Starch	30 g	Rice	Maize meal	Rice	Samp	Maize meal	Macaroni	Rice
Protein dish	30 g	Soya Mince	Sugar beans	Pilchards in tomato sauce	Sugar beans	Soya mince	Savoury Mince	Chicken Portions
Vegetables	100 g	Butternut	Spinach	Carrots	Green beans	Pumpkin	Cabbage	Mixed salad (lettuce, cucumber, green pepper, tomato and onion)

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

Dressing	20 ml									Jelly and Custard	Jelly and Custard
Dessert	20 g										
Dessert sauce	50 ml										
Fruit Juice	200 ml	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice
Mid-Afternoon Snack											
Roll / bread with filling and fruit	1	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit	Roll / bread with filling and fruit		
SUPPER											
Starch dish	30 g	Maize meal (50 g)**	Rice	Samp	Rice	Samp	Rice	Samp	Potato Chips (100 g)**	Maize meal (50 g)**	
Protein dish	90 g (no bones) 120 g (with bones)	Boerewors	Chicken Portions	Minced beef	Stewing beef	Chicken Portions	Stewing beef	Chicken Portions	Fish Portions	Stewing beef	
Sauce	70 g	Tomato and onion relish	Gravy			Gravy		Gravy	Sauce		
Vegetable	100 g	Green beans	Pumpkin	Cabbage	Butternut	Spinach	Carrots	Cabbage			

3.6.2 During mid-week, learners do not get lunch from the boarding facility, they will only have mid-afternoon snack upon arrival from school.

3.6.3 The mid-week lunch menu stated in the above table above is applicable to public holidays that falls within mid-week when learners do not go to school.

SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

4. PREFERENCE POINTS IN TERMS OF PPPFA

Bid Evaluation Methods

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

4.1 Stage 1: Returnable Documents

4.2 Compulsory returnable documents

Each bid shall comprise of a clearly indexed proposal with the tender documents that comply to the specific conditions/criteria as follows:

Section	Compulsory Returnable Documents	Attached YES/NO
1	Bid document must be securely bound.	
2	Fully completed Pricing Schedule.	
3	Invitation to Bid (SBD 1) must be fully completed.	
4	Fully completed SBD4 (Declaration of Interest).	
5	Fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by the South African National Accreditation System(SANAS) accredited service or sworn affidavit (if EME or QSE) Indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. Any copies submitted in this case should be certified or stamped by the Commissioner of Oath.	
6	Submission of a Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, the bid proposal will be considered non-responsive and shall be disqualified. Tax status must remain compliant for the duration of the bid validity period.	
7	Originally certified copies of CIPRO/ CIPC Company registration documents, share certificates indicating each director's percentage	

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

	shareholding. The date on the letter must not be older than one (1) month as at the closing date of the bid.	
8	If the bidder is joint venture/consortium/partnership, an originally certified copy of such an agreement and a resolution by each party to such venture/consortium/partnership authorizing its participation in the bid should be attached. If the bidder is not a joint venture/consortium/partnership this section is not compulsory.	
9	Originally certified copies of the identity documents /valid passports of all the directors of the entity. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
10	This bid cannot be awarded to the supplier who is not registered in the Central Supplier Database(CSD) .Attach a detailed Central Supplier Database report (printout).	
11	Letter of good standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act,1993. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted and will lead to automated disqualification.	
12	Originally Certified vehicle registration documents, originally certified copies of passenger liability certificates and original or originally certified roadworthy certificate. (Include documents for all vehicles). If the vehicles do not belong to the company or one of its directors, a letter of intent to enter into a vehicle leasing contract should be signed and attached. The date on the certified copies <u>must</u> not be older than one (1) month as the closing date of the bid.	
12	Originally Certified copies of the Professional Driving permit (PrDP), Public Driving Permit (PDP), Driver's Licence and Certificate of Fitness (COF) in accordance with the National Road Traffic Act, 1996 (No. 93 of 1996). The date on the certified copies <u>must</u> not be older than one (1) month as at the closing date of the bid.	
13	Letter of good standing, issued by the Occupational Health and Safety Act (85 of 1993) as amended by Occupational Health and Safety Amendment Act, No.181 of 1993.	
14	Original or originally certified proof of ownership or lease agreement for a minimum of three (3) years covering the contract period for the provisioning of accommodation.	

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

N.B. ALL ATTACHED DUCUMENTS MUST BE INITIALLED ON EACH PAGE AND FAILIE TO COMPLY WITH THIS WILL LEAD TO DISQUALIFICATION.

ALL BIDDERS WHO FAILED TO ATTACH ANY OF THE COMPULSARY DOCUMENTS ABOVE WILL BE DISQUALIFICATION.

4.3 Supporting Returnable Documents

Section	Supporting Bidding Documents	Attached YES/NO
1	Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an Exempted Micro Enterprises (EME), Qualifying Small Enterprise (QSE) or GNE. Failure to submit the sworn affidavit will result in your B-BBEE not being considered.	
2	Original or originally certified copy of B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit (if EME, QSE or GNE) indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. Bidders in a joint venture/ partnership/ consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. The B-BBEE certification sworn affidavit only applies to EME with an annual turnover of R10 million or less and QSE certification sworn affidavit only applies to QSE with an annual turnover between R10 million and R50 million. Large business must submit B-BBEE Verification Certificate from a Verification Agency accredited by the SANAS The sworn affidavit must be signed by the Commissioner of Oaths as per the requirements in the Justices of Peace and Commissioners of Oaths Act, 1963 (Act No. 61 of 1963). The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
3	A detailed implementation plan indicating how the bidder will implement the project including the transport, laundry, catering and accommodation.	
4	Original or originally stamped letter of good standing indicating rating of the account from a bank registered in terms of Bank Act (Act. No. 94 of 1990 as amended). The date on the letter must not be older than one (1) month as at the closing date of the bid.	

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

4	Evidence of experience in the provisioning of accommodation (boarding facility), transport, laundry-and transport services in the form of an appointment letter, contract or a purchase order. (The document(s) should be accompanied by a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority.	
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NB: ALL ATTACHED DOCUMENTS MUST BE INITIALED ON EACH PAGE. FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.

5. STAGE 2: EVALUATION ON FUNCTIONALITY AND PREFERENTIAL POINT SYSTEM.

The evaluation shall be conducted by the Department on the basis of functionality (100%) as follows, price (80%) and equity ownership (20%).

5.1 Phase I: Functionality

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

Criteria For Functionality	Sub Point	Total Points
Appropriateness of implementation plan • A thorough understanding of the objectives and deliverables of this project. • Provide a detailed proposal / methodology clearly stating how the bidder plans to coordinate the project. • Provide an indicative work / project plan with clear deliverables and timeframes. • Layout of the facilities	5 15 15 10	45
Competency and track record (Company) Evidence of experience in the provisioning of accommodation (boarding facility), catering, laundry- and transport services in the form of an appointment letter, contract or a purchase order. (These document(s) should be accompanied by a confirmation letter from a relevant institution signed by the Accounting Officer / Accounting Authority) ➤ <u>Accommodation : 10</u>		40

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

• 1 - 3 years = 5 (leased buildings 3) • 4 – 6 years = 7 (leased buildings 5) • 6 and beyond = 10 (leased buildings 8) ➤ Food supply : 10 • 1 – 3 years = 5 • 4 - 6 years = 7 • 6 and beyond = 10 ➤ Laundry : 10 • 1 - 3 years = 5 • 4 – 6 years = 7 • 6 and beyond = 10 ➤ Transport : 10 • 1 - 3 years = 5 (if leased 3) • 4 - 6 years = 7 (if leased 5) • 6 and beyond = 10 (if leased 8)	40	
Letter from a bank confirming banking rating.		10
➤ A	10	
➤ B	8	
➤ C	6	
➤ D	4	
➤ E	2	
➤ None	0	
Qualification of key personnel (attach CV's): For the project manager. - Experience in previous project or related services - Relevant experience of personnel on average ➤ 1 – 2 years ➤ 3 years and beyond	2 3	5
TOTAL		100

The points scored for functionality shall be calculated as follows:

- Each BEC member shall award points for each individual criteria on the score sheet.
- The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

- c) All bidders who scored the minimum threshold of 70 points or above shall advance to phase II of the bidding process.
- d) Bids/proposals that do not score specified minimum points for functionality shall be disqualified and not be considered.

5.2 Phase II: Evaluation in terms of the 80/20 preference point system

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used only for price and 20 points for the BBEE level of contributor.

The lowest acceptance bid/proposal shall obtain the maximum percentage allocated for price. The other bids/proposals with higher prices shall proportionately obtain lower percentages. The final points to choose the preferred bidder shall be calculated as follows:

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

Where

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

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer

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

Points allocation in terms of the preference points system

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000). Responsive bids shall be adjudicated by the MDoE on the 80/20 preference points system in terms of which points are awarded to bidders(s) as follows:

Functionality:

Functionality	100
---------------	-----

Points for price and B-BBEE Status level of Contributor:

Price	80
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APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

B-BBEE Status level of Contributor	20
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A maximum of 10 points shall be awarded to a bidder(s) in respect of B-BBEE contribution as contemplated in sub-regulation (2) of PPPFA ,2000 (Act 5 of 2000) as amended and will added to the points scored for price as calculated in accordance with sub-regulation (1) of PPPFA Act,2000 (Act 5 of 2000) as amended.

Subject to regulation 7, of PPPFA Act,2000 (Act 5 of 2000) as amended the contract will be awarded to the bidder(s) who scores the highest total number of points. Subject to sub-regulation (3), of the PPPFA, 2000 (Act 5 of 2000) as amended, points will be awarded to the bidder(s) for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- Only bidders(s) who have completed a signed declarations part of the preference claim form (**SBD 6.1**) and who have submitted a B-BBEE status level certificate will be considered for claims of preference points.
- The Department may; before a bid is adjudicated or at any time, require a bidder(s) to substantiate claims it has made with regards to preference.
- A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but;
 - May only score point out of 80 for price; and
 - Score 0 point out of 20 for B-BBEE.
- The points scored by a bidder(s) in respect of level of B-BBEE contribution will be added to the points scored for price. These points will be rounded off to the nearest two (2) decimals.
- In an event that two or more bids scores an equal total number of points, the bid will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

- f) If two or more bidders score equal total number of points in all aspects, the award shall be decided by the drawing of lots.
- g) If the price offered by the bidder who score the highest points is not market related, the Department may not award the contract to the bidder.
- h) The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2(1) of the PPPFA.
- i) The Department reserves the right to award the bid to more than one bidder.

4.3 Phase III: Recommendations

- 1) Bidders(s) with the highest points shall then be considered for recommendation based on the following overall objectives:
 - a) The needs of the MDoE in terms of its operations regarding accommodation (boarding facilities), catering, laundry and transport services;
 - b) The service provider(s) has experience in the operations related to accommodation (boarding facilities), catering, laundry and transport services;
 - c) The service provider(s) has/have sufficient capacity i.e financial viability; effective, efficient, reliable transport to transport learners within the stated timeframes;
 - d) The service provider(s) has/have the overall ability to provide service characterized by quality, accuracy and speed.

SECTION C: SPECIAL CONDITIONS

6. LEGISLATIVE AND REGULATORY FRAMEWORK OF THE BID

This bid and all contracts emanating thereof will be subject to the General Conditions of contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999 as amended). The Special Conditions of Contract (SCC) are supplementary to those of the General Conditions of contract. However, where the Special Conditions of the Contract are in conflict with the General Conditions, the Special Conditions take precedence.

The following issue forms part of the SCC:

7. MPUMALANGA DEPARTMENT OF EDUCATION RESERVES THE RIGHT:

- 7.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2 (1) (f) the PPPFA (Act. No. 5 of 2000).
- 7.2 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by highly preferred bidder(s) identified during the evaluation process the bidder(s), whether before or after the adjudication of the bid.
- 7.3 To negotiate with one or more preferred bidder(s) identified during the evaluation process, regarding any terms and conditions including price- without offering the same opportunity to any bidder(s) who has not been awarded the status of being a preferred bidder(s). 7.3
- 7.4 To correct any mistakes at any stage of the tender process that may have been in the bid documents or occurred at any stage of the tender process.
- 7.5 To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
 - a. Award to multiple bidders based either on size or geographic considerations.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

8. MPUMALANGA DEPARTMENT OF EDUCATION REQUIRES BIDDER(S) TO DECLARE THE FOLLOWING:

8.1 Confirm that the bidder(s) is to:-

- a) Act honestly, fairly and with due skill, care and diligence, in the interests of the MDoE;
- b) Have and employ effectively the resources, procedures and appropriate systems for the proper rendering of the services;
- c) Act with circumspection and treat the MDoE fairly in a situation of conflicting interest;
- d) Comply with all applicable statutory or common law requirements that are applicable to the conduct of business;
- e) Make disclosures of relevant material information including disclosures of actual or potential own interest, in relation to dealings with the MDoE;
- f) To conduct business activities with transparency and consistently uphold the interests and needs of the MDoE as a client before any other consideration; and
- g) To ensure that any information acquired by the bidder(s) from the MDoE will not be used or disclosed unless the written consent of the client has been obtained.

9. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 9.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Mpumalanga Department of Education relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 9.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Mpumalanga Department of Education against the bidder notwithstanding the conclusion of the Service Level Agreement between the MDoE and the bidder for the supply and delivery of the service in question.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

In the event of a conflict between the bidder's proposal and the Service Level Agreement as concluded between the parties, the Service Level Agreement supersedes.

10. PREPARATION COSTS

The bidder will bear all costs in preparing, submitting and presenting any response or tender of this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the MDoE, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of his / her response to this bid.

11. INDEMNITY

If a bidder breaches the conditions of this bid, and as a result of that the MDoE incurs costs or damages (including the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder indemnifies the MDoE from any damages or harm and all such costs that the MDoE may incur.

12. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

13. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at his/her own risk and cost. The MDoE shall not be liable for any cost incurred or any damages suffered as a result of the bidder's participation in this bid process.

14. TAX COMPLIANCE

- 14.1 No tender shall be awarded to a bidder who is not tax compliant. The MDoE reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted an invalid Tax Clearance Certificate for the bid.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

- 14.2 Bidder(s) must be tax compliant when submitting a bid/proposal to the MDoE, and must remain compliant with all applicable tax legislation- including but not limited to the Income Tax Act, 1962 (Act. No. 58 of 1962) and Value Added Tax Act, 1991 (Act. No. 89 of 1991)- throughout the duration of the contract.
- 14.3 It is a condition of this bid that the tax matters of the successful bidder should be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 14.4 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 14.5 It is a requirement that bidders submit a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status.
- 14.6 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 14.7 Where Consortium / Joint Ventures / Partnership are involved, each party must be registered on the Central Supplier Database and its tax compliance status will be verified through the Central Supplier Database.

15. PROCURMENT LEGISLATION

The MDoE has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act. 1999 (Act. No. 1 of 1999 as amended), the Preferential Procurement Policy Framework Act. 2000 (Act. No. 5 of 2000).

16. TECHNICAL LEGISLATION AND /OR STANDARDS

Bidder(s) should be cognisant of the legislation and / or standards specifically applicable to the services.

17. TIMELINE OF THE BID

The period of validity of tender and the withdrawal of offers, after the closing date and time is **ninety (90) days**. Any time or date in this bid is subject to change at the discretion of the MDoE. The specification of time or date in this bid does not create an obligation on the part of the MDoE to take any action, or create any right in any way for any bidder to demand that any action should be taken on the specified date.

The bidder accepts that if the MDoE extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid apply equally to the extended deadline.

18. CONTACT AND COMMUNICATION

- 18.1 The MDoE may communicate with bidder(s) where clarity is sought in the bid proposal.
- 18.2 Any communication to an official or a person acting in an advisory capacity for the MDoE in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 18.3 All communication between the bidder(s) and the MDoE must be in writing.
- 18.4 Whilst all due care has been taken in connection with the preparation of this bid, the MDoE makes no representation or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The MDoE and its employees and advisors will not be liable with respect to any information communicated, which may not be accurate, current or complete.
- 18.5 If a bidder(s) find or reasonably believes that there is any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the MDoE (other than minor clerical matters), the bidder(s) must promptly notify the MDoE in writing about such discrepancy, ambiguity, error or inconsistency in order to afford the MDoE an opportunity to consider possible corrective actions (if any).
- 18.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the MDoE will, if possible, be corrected and provided to all bidder(s) without attributing it to the bidder(s) who provided the written notice.

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

- 18.7 All persons (including bidder(s)) obtaining or receiving the bid, and any other information in connection with the bid or the tendering process must keep the contents of the bid and such information confidential. The information must not be disclosed or used except for the purpose of developing a proposal in response to this bid.

19. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder(s) whose name (or any of his/her company members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by the National Treasury, or have been placed on the National Treasury's List of Restricted Suppliers. The MDoE reserves the right to withdraw an award, or to cancel a contract concluded with a bidder should it be established, at any time, that the bidder has been blacklisted by the with the National Treasury or another government institution.

20. GOVERNMENT LAW

The South African law governs this bid and the related bidding process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts if any dispute of any kind may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

21. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, Employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In an event that the MDoE allows a bidder to use sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder. The MDoE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

22. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted and where practicable, will be returned unopened to the bidder(s).

23. COUNTER CONDITIONS

Bidder(s) attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

24. FRONTING

24.1 The MDoE supports the spirit of Broad Black Economic Empowerment, and recognizes that real empowerment can only be achieved through individuals and businesses that conduct their affairs in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is against this background that the MDoE frowns upon any form of fronting.

24.2 The MDoE, in ensuring that bidders conduct themselves in an honest manner, as part of the bid evaluation process, will conduct or initiate the necessary enquiries /investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within fourteen (14) days from the date of notification may invalidate the bid / contract and subsequently restrict the bidder conduct business with government/state for a period not exceeding ten (10) years. In addition to other remedies the MDoE may have against the bidder / contractor concerned.

25. SUPPLIER DUE DILIGENCE

The MDoE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

26. SUBMISSION OF BIDS

26.1 Bid documents may either be posted to (Refer to the tender bulletin) (preferably registered mail) on or before the closing date and time.

NB: Bidders are requested to initial each page of the tender document at the bottom right hand corner.

27. PRESENTATION / DEMOSTRATION

The MDoE reserves the right to request presentations / demonstrations from the short-listed bidders as part of the bid evaluation process.

28. DURATION OF THE CONTRACT

The successful bidder(s) will be appointed for a period of **three (3) years**.

29. PRICING STRUCTURE

29.1 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

29.2 Failure to comply with the above may result in the invalidation of the bid.

29.3 Bidders must include prices for each year on the pricing schedule.

Note: that **NO** requests for price escalations will be considered once the pricing schedule is submitted.

30. AWARD CONDITIONS

30.1 The MDoE reserves the right to award the bid to more than one bidder / contractor.

30.2 The MDoE further reserves the right to appoint or not to appoint a service provider(s) for this bid.

31. PAYMENT

The appointed service provider is expected to supply the invoice claim after the service has been rendered on a monthly basis, the last day of the month.

32. FINANCIAL ADMINISTRATION

32.1 The bidder shall adhere to the Department's accounting and control measures in respect of due performance before and after delivery of the service and shall comply with the formalities set by the Department for claiming in terms of the service rendered.

33. STRIKES / RIOTS / MARCHES

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

In the event there is a strike, the MDoE will take a decision regarding transport services and inform the service provider through the school principal. The Department cannot pay for damages to the service provider's property as a result of strike action / riots / marches.

34. AGENT COMMISSION

Should the bidder sub-contract an agent or organization for the fulfillment of his/her activities under this bid, the bidder shall not be entitled to claim for agent's commission, and risks are not transferrable.

35. INDEMNITY

The service provider hereby indemnifies the MDoE against any loss, expenses, damage or injuries which may be sustained by a third party (including the learners) as well as any claim or legal proceedings and legal costs, including attorney and client costs, that may be instituted against or incurred by the MDoE and which arise from or are the result of any act or commission of the service provider or any employee or agent of the service provider in connection with or in the execution of the agreement, or that may arise from an agreement entered into by them on behalf of the MDoE.

36. SUBMISSION

- a. Bidders must submit **one (01)** hard copy of the bid document on or before the date of closure of the bid.
- b. The original copy of the bid document **MUST BE SIGNED IN INK** by the bidder or an authorized agent or representative of the bidder.
- c. Every page of the bid document and attachments must be initialed.

37. SUMMARY TERMINATION OF AGREEMENT BY THE DEPARTMENT OF EDUCATION

- 37.1 The MDoE has the right to terminate this agreement at any time by giving **(30) thirty days** through a written notice to the service provider in any of the following events:
- a. On breach - If the service provider commits any breach of any terms or conditions of this agreement.
 - b. On VAT - If the service provider is not registered as a payer of Value Added Tax and claim VAT from the Department.

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- c. On liquidation or insolvency - If the service provider shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.
- d. On Criminal Conduct - If the service provider is found to have been reasonably and sufficiently implicated in any criminal conduct.
- e. On Insufficient Funds - If there are insufficient Government funds to provide accommodation (boarding facilities) and transport services to the learners.
- f. On bringing the MDoE into disrepute: If the service provider, through omission or commission, brings the name of the MDoE into disrepute. This is inclusive of the service provider failing to honor its financial obligations to suppliers and thereby dragging the Education to courts of law as a respondent.
- g. On changes in Departmental priorities - If the service is no longer required.

38. PERFORMANCE MANAGEMENT

- a. Supplier Performance Management is viewed by the MDoE as a critical component in ensuring value for money in its acquisition process and good supplier relations between itself and all its suppliers.
- b. The successful bidder shall upon receipt of a written notification of an award, be enter into a Service Level Agreement (SLA) with the MDoE which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier 's performance level and ensure effective delivery of service, quality and value add to the Mpumalanga Department of Education.
- c. Bidders are required to comply with the above-mentioned conditions, and to provide a scorecard on how their products / services offering is measured in order to achieve the objectives of the aforementioned conditions.

BIDDER'S SIGNATURE : _____

DATE : _____

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR THE PROVISIONING OF SUITABLE PRIVATE ACCOMMODATION (BOARDING FACILITIES), CATERING, LAUNDRY AND TRANSPORT SERVICES FOR DEAF LEARNERS ATTENDING AT BUKHOSIBETFU FULL-SERVICE SCHOOL IN DRIEKOPPIES

SECTION D - PRICING SCHEDULE

BIDDER'S (Company's) Name: _____

Prospective bidders must tender on **ALL ITEMS** on the pricing schedule and per year.

ITEM DESCRIPTION	PRICE 1st YEAR	PRICE 2nd YEAR	PRICE 3rd YEAR
<u>Accommodation:</u> Per child, per day			
<u>Laundry Services:</u> 3 times a week Per child			
<u>Meals:</u> <u>During school days:</u> Breakfast /Mid-Afternoon Snack / Dinner			
<u>Meals:</u> <u>During weekends and holidays (between school days:</u> Breakfast /Lunch/ Dinner			
<u>Transport Services:</u> 2 times a day (to and from school) per child.			
TOTALS PER YEAR			
VAT(15%)			
Total			
TOTAL BID PRICE			

NOTE: BIDDER(S) ARE OBLIGED TO GIVE CORRECT FIGURES OF PRICES. NO BIDDER(S) SHALL BE ALLOWED TO MAKE CHANGES / CORRECTIONS / ADDITIONS ON THE PRICING SCHEDULE.

BIDDER'S SIGNATURE : _____

DATE : _____



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option

Tenders

Good standing

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of Institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ~~80/20~~ preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- DEFINITIONS**
- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

P_S = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of
company/firm:.....
- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

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

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

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

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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