

**PROVINCE OF
THE EASTERN CAPE**



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THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-24/25-0019

**STANDARD BIDDING DOCUMENT: APPOINTMENT OF A
PROFESSIONAL SERVICE PROVIDER FOR EDUCATION
INFRASTRUCTURE PROGRAMME MANAGEMENT SUPPORT
SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH
THE OPTION TO EXTEND FOR A PERIOD OF NOT MORE THAN
24 (TWENTY-FOUR) MONTHS SUBJECT TO BUDGET
AVAILABILITY, THE NEED OF THE DEPARTMENT AND
SUPPLIER PERFORMANCE.**

Issued by:

Province of the Eastern Cape
Department of Education
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Prepared by:

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Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: **2ND DECEMBER 2024**



REQUEST FOR BID (RFB)

**THE EASTERN CAPE DEPARTMENT OF EDUCATION INVITES ALL
INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS
STIPULATED BELOW:**

DOCUMENT NUMBER:	SCMU6-24/25-0019	
PUBLISH DATE:	01 November 2024	
VALIDITY PERIOD	120 Days	
CLOSING DATE AND TIME	02 December 2024 at 11h00	
DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR EDUCATION INFRASTRUCTURE PROGRAMME MANAGEMENT SUPPORT SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH THE OPTION TO EXTEND FOR A PERIOD OF NOT MORE THAN 24 (TWENTY-FOUR) MONTHS SUBJECT TO BUDGET AVAILABILITY, THE NEED OF THE DEPARTMENT AND SUPPLIER PERFORMANCE.	
PERIOD:	THIRTY-SIX (36) MONTHS	
BRIEFING SESSION:	A MANDATORY BRIEFING SESSION WILL BE HELD ON THE 11 NOVEMBER 2024 AT 10H00, MANDLA MAKUPULA LEADERSHIP INSTITUTE, EPSON ROAD, STIRLING, EAST LONDON	
RESPONSES TO THIS MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT THE RECEPTION AREA OF THE EASTERN CAPE DEPARTMENT OF EDUCATION HEAD OFFICE, BASED IN STEVE TSHWETE COMPLEX, ZONE 6, ZWELITSHA, 5608	
ENQUIRIES:	Regarding SCM Processes: Mr. P. Nxozana pakamile.nxozana@ecdoe.gov.za	Regarding Technical Specification: Mr. M. Mduba malikhanye.mduba@ecdoe.gov.za
ATTENTION TO BIDDERS:	BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS AND DELIVERED IN THE TENDER BOX WHICH IS ALLOCTED AT THE FOYER IN THE MAIN BUILDING OF THE ECDOE HEAD OFFICE IN ZWELITSHA. IF BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION. THE EASTERN CAPE DEPARTMENT OF EDUCATION'S TENDER BOX IS ACCESSIBLE MONDAY TO FRIDAY, FROM 08:00 TO 16:00. BIDDERS MUST ADVISE THEIR COURIERS OF THE INSTRUCTION ABOVE TO AVOID MISPLACEMENT OR LOSS OF BID RESPONSE. IT IS THE ONUS OF THE BIDDER TO ENSURE THAT THE BID DOCUMENTS ARE DELIVERED ON TIME REGARDLESS OF THE MODE OF DELIVERY. NO BIDS VIA EMAIL WILL BE CONSIDERED.	



DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:-

- Invitation to Bid
- Special Conditions of Bid and Contract
- General Conditions of Contract (not to be returned as part of the submission)
- Terms of Reference
- Evaluation Criteria
- Curriculum Vitae Template
- Pricing Schedule (Professional Services)
- Contract Form (Rendering of Services) (Not to be returned as part of the submission)

(The pro forma contract is only attached for bidders to take note of the contents of the contract that will be entered into with the successful contractor)

NOTE TO BIDDERS

Bidders are to note that the Professional Service Provider for Education Infrastructure Programme Management Support Services will be referred to as Programme Support Unit (PSU) in the document.

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**SBD 1
PART A**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	SCMU6-24/25-	CLOSING DATE:		CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR EDUCATION INFRASTRUCTURE PROGRAMME MANAGEMENT SUPPORT SERVICES (HEREIN REFERRED TO AS THE PSU)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF EDUCATION					
STEVE TSHWETE EDUCATION COMPLEX					
ZONE 6					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. PAKAMILE NXOZANA		CONTACT PERSON	MR. QIQILE MSIWA	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	PAKAMILE.NXOZANA@ECDOE.GOV.ZA		E-MAIL ADDRESS	QIQILE.MSIWA@ECDOE.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
NO					

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IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

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SBD 3.3

NAME OF BIDDER:	BID NO.: SCMU6-24/25-0019
CLOSING TIME 11:00	CLOSING DATE: 2 ND DECEMBER 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF) , ..

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	HOURLY RATE	DAILY RATE
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

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

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Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*YES/NO

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

TERMS OF REFERENCE

DEPARTMENT OF EDUCATION INFRASTRUCTURE DELIVERY PROGRAMME

PROGRAMME SUPPORT UNIT (PSU)

Abbreviations and Definitions used in this document:

CA (SA)	Chartered Accountant (South Africa)
CIDB	Construction Industry Development Board
CIC	Cluster Infrastructure Committee
DBE	National Department of Basic Education
DPW	Department of Public Works and Infrastructure
ECDOE	Eastern Cape Department of Education
ERM	Executive Reporting Meeting
EFMS	Education Facilities Management System
IPIP	Infrastructure Programme Implementation Plan
IPMP	Infrastructure Programme Management Plan
IDMS	Infrastructure Delivery Management System
MTEF	Medium Term Expenditure Framework
PIA	Programme Implementing Agent
PRM	Chief Directorate: Physical Resources Management
PSU	Programme Support Unit
PT	Provincial Treasury
QME	Qualified Micro Enterprise
RPM	Regional Programme Management meeting
FIDPM	Framework for Infrastructure Delivery and Procurement Management
VO	Variation Order
SACPCMP	South African Council for Project and Construction Management Professions
PMP	Project Management Professional

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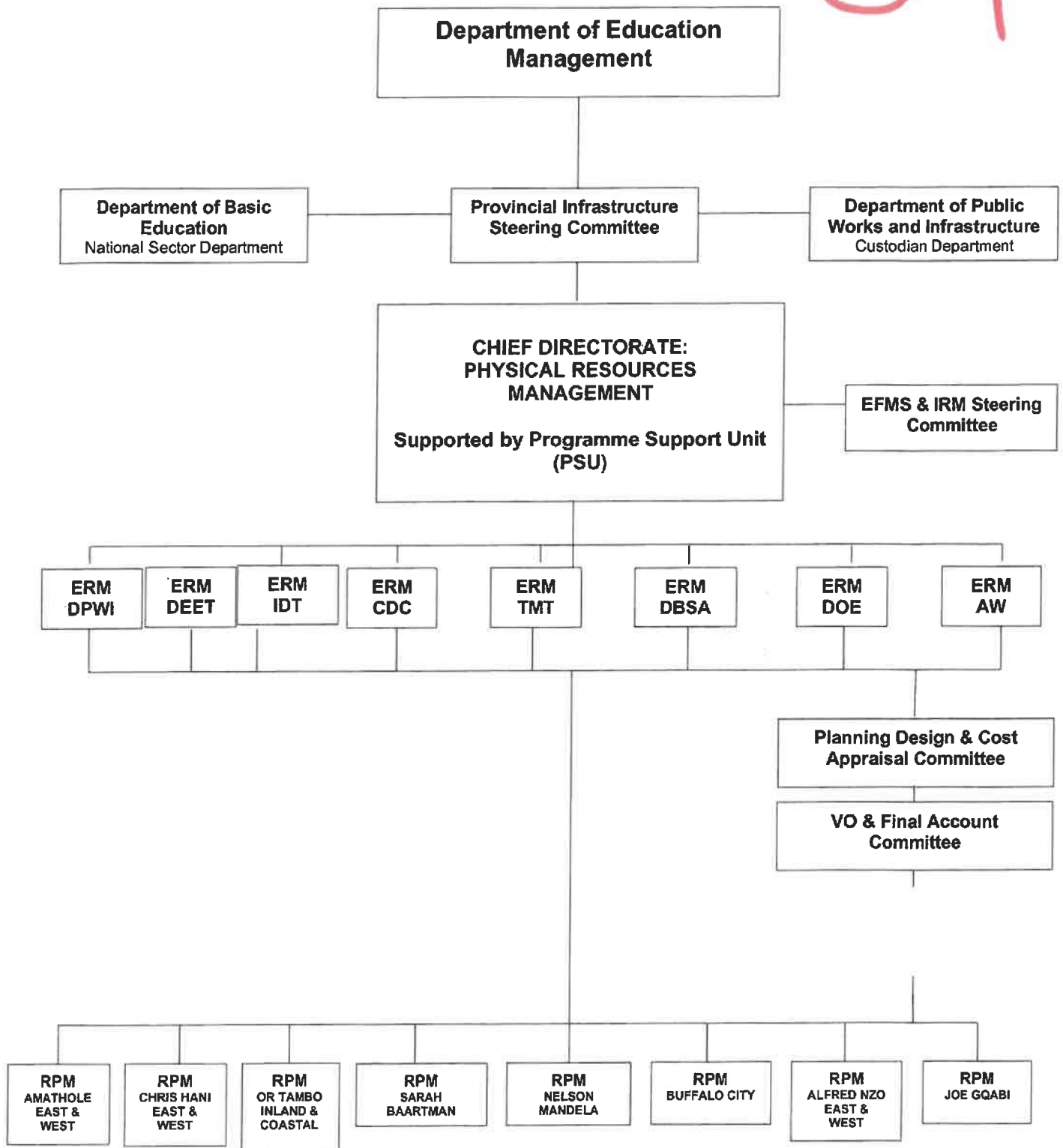
1 BACKGROUND

- 1.1 The ECDOE capital works programme commenced in 1995 as a joint endeavour by the ECDOE and the DPWI, its Implementing Agent. Subsequently additional Implementing Agents have been employed. However, the ECDOE still remains responsible for infrastructure planning & delivery management and is accountable for the utilisation of the infrastructure budget.
- 1.2 The ECDOE asset base comprises some approximately 5 350 schools. It has a substantial infrastructure delivery programme, with an annual budget in excess of R1,7bn over the current MTEF period. The programme comprises the building of new schools, maintenance and renovations, upgrading, and all related activities.
- 1.3 The ECDOE requires additional capacity to (a) assist in its planning, delivery, finance and audit functions, and (b) to manage the internal implementation undertaken by the ECDOE itself, including planning, design, procurement & delivery.

2 MANAGEMENT & CO-ORDINATION STRUCTURE

- 2.1 A programme governance structure has been set up to oversee, guide and manage the ECDOE Infrastructure Programme – as mandated by the senior management of the ECDOE. All Implementing Agents are also bound to serve on the relevant structures and comply with the terms of reference.
- 2.2 The current structure is shown graphically in the diagram below (this may be changed over time to adapt to changing requirements or improve efficiency / effectiveness):

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- 2.3 The functions of the PSU will include supporting the governance structures at all levels, including functionally and administratively in the execution of their functions.

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3 OBJECTIVE OF THESE TERMS OF REFERENCE

- 3.1 The objective of these Terms of Reference (ToR) is to describe the scope of services required, as well as the procurement and management of the services to be provided. It is anticipated that these services will be provided by suitably qualified entities, consortia, joint ventures of different consulting firms to provide skilled, competent, and experienced individuals to serve as members of the Programme Support Unit Team.

4 THE NATURE AND ROLE OF THE PSU

- 4.1 The PSU will support the ECDOE in its Infrastructure Planning and Delivery Management function as indicated earlier herein. The PSU will comprise full time and part time personnel employed on a time & cost basis, some of whom may be based at the ECDOE provincial office in Zwelitsha. Ideally, the ECDoE intended to house the PSU staff complement in its premises in Zwelitsha but due to unavailability of office space within the ECDOE premises, the PSU will be responsible for its own facilities and support. The successful bidder will therefore be required to establish and maintain offices at his own cost, which offices must be located within 10 kilometres of the ECDOE's provincial office in Zwelitsha. All full time (100%) personnel, as per the schedule below, should be based in this office.
- 4.2 The PSU will comprise the following personnel:

SCHEDULE OF RESOURCES			
Position	No.	Approximate Utilization	Reports To (Performance Agreement & Work Plan Required)
PROGRAMME MANAGEMENT			
Programme Manager	1	100%	Chief Director PRM
Senior Programme Administrator Programme Scheduler	1	100%	Director IDM
Manager Infrastructure Grants & Programme Reporting Programme Statutory Reporting. Audit Management Reporting. Budget for Infrastructure and Infrastructure South Africa Applications Management	1	100%	Director PRP & PM
Senior Admin Officer Infrastructure Programme Reporting	2	100%	
Communications Specialist	1	75%	
Specialist - Construction Contracts & Construction Law	1	50%	
SYSTEMS MANAGEMENT			
Programme Manager	1	20%	Director Delivery Deputy Director EFMS System Controller
Project Manager	1	100%	
Service Desk Operator (EFMS)	1	100%	
Training Lead and Systems Controller	1	100%	
System Compliance Lead - IRM System Controller	1	100%	
Senior Admin Officer - EFMS Data Analyst & Capturers	2	100%	
Senior Admin Officer - IRM Data Analyst & Capturers	2	100%	
QUANTITY SURVEYING			
Pr. Quantity Surveyor	4	100%	Chief Quantity Surveyor
SCHEDULE OF RESOURCES (CONTINUED)			

Position	No.	Approximate Utilization	Reports To (Performance Agreement & Work Plan Required)
PROJECT MANAGEMENT			
Senior Project Manager	8	100%	Chief Construction Project Manager Senior Programme Managers (Chief CPM, Chief QS, Chief Arch, Chief Eng, Chief TRP)
Project Administrators	8	100%	
Building Clerk on Works	6	100%	
Health and Safety Agent	1	75%	
Stakeholder Engagement Specialist (Incl EPWP Implementation, Empowerment Impact Assessment & Social Facilitation)	2	86%	
Risk Management Specialist	1	30%	
ARCHITECTURE & RELATED SPECIALISTS			
Pr Snr Architectural Technologist Architectural Design, Technical Drawing, Drawing Management, 3D Rendering, Interior Design, Landscape Architecture, Project Management & Site Evaluations.	3	100%	Chief Architect
ENGINEERING SERVICES			
Pr Civil Engineer - Water and Sanitation	4	75%	Chief Engineer / Chief Construction Project Manager
Pr Structural Engineer – Geotech & Structural Engineering; Environmental Specialist	2	75%	
Pr Electrical Engineer	1	50%	
Pr Mechanical Engineer, Fire Chief Specialist	1	50%	
TOWN PLANNING AND PROPERTY MANAGEMENT			
Pr Town & Regional Planner	1	50%	Chief Town & Regional Planner
Control GIS Technologist	1	50%	
Land Surveyor	1	40%	
CLERK OF WORKS			
Programme Manager Clerk of Works)	1	100%	
Building Clerk of Works	6	100%	Deputy Infrastructure Management Director Delivery
INFRASTRUCTURE FINANCE			
Finance Administration Lead-Finance	1	100%	Deputy Director Finance
Audit and Compliance Lead-Finance	1	100%	
Systems and Reporting Lead-Finance	1	100%	
Senior Accounting Clerks – Finance	8	100%	
+Immovable Assets Audit Lead	1	100%	
WIP Assets Lead	1	100%	
RFU Assets Lead	1	100%	
Fair Value Assets Lead	1	100%	
Accounting Clerks – Immovable Assets	10	100%	
INFRASTRUCTURE SUPPLY CHAIN MANAGEMENT			
SCM - Programme Lead	1	100%	Deputy Director SCM
SCM – Deputy Director Audit Readiness	1	100%	
SCM - Deputy Director – Procurement	1	100%	
SCM – Policy Development	1	100%	
SCM - IA Support	7	100%	
SCM Operational Support	11	100%	
TOTAL	114		

- 4.3 The posts in the schedule above are not all full-time positions. The amount of time varies according to the requirements (see table above and pricing schedule. Note that these percentages are current estimates for pricing purposes and may be varied by the ECDOE, as determined by requirements.
- 4.4 The PSU will also support the governance structures both administratively and operationally in order to ensure that all the committees' function effectively.
- 4.5 The PSU will work under the overall guidance and co-ordination of the ECDOE Chief Director: Physical Resources Management and delegated officials as set out in the Schedule of Resources shown above.

5. SCOPE OF WORK

The following list of tasks is to be taken as neither fully inclusive, nor totally exclusive. It is given to impart a reasonable extent of the scope of work of the PSU. It is envisaged that work plans will be developed jointly with the ECDOE, and that these work plans will address the particular circumstances and challenges in the province. The approved work plans will determine the specific tasks that the PSU will perform.

There are, however, five main areas of support, as should already be apparent from the foregoing:

- Infrastructure Planning and Property Management
- Client-side Delivery Management (Interfacing with IAs)
- Direct implementation management of specific ECDOE projects / programmes
- Support to the management and professional technical services
- Co-ordination of the governance structures
- Financial management & systems support

The EFMS is the ECDOE's primary source of all programme and asset information, and the PSU will need to be familiar with all aspects of both the Property Register and the Programme Management module. The completeness of data and documentation on the system will be a criterion for evaluating the PSU performance.

Note that systems support may include supporting the EFMS. In this case the PSU will be expected to source the necessary expertise to support, administer and effect programming and document management changes, as may be required, in order to achieve complete and audit compliant project and properties Portfolio of Evidence. (see Section 5.8).

5.1 Infrastructure Planning

Support to the Director: Infrastructure Planning & Property Management with regard to:

- Support for resolution of land issues
- Data capture and population of EFMS asset register
- Project scoping & cost estimating
- Planning and budgeting support
- Supporting project list compilation & estimates (B5 schedule)
- Stakeholder engagement planning

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- Risk management planning
- Communications planning

5.2 Client-side Programme Management Support

Support to the Director: Infrastructure Delivery Management with regard to:

- All aspects of reporting and budget control in particular, and meeting all government requirements in this regard
- Facilitating compliance by PIAs with all the relevant legislation and directives, and pursuit of best practices throughout
- Management of relationship with PIAs, including reporting PIAs, EFMS, approval of implementation plans (IPIPs), ERM meetings, etc.
- Checking of quality and currency of project data on EFMS as loaded by PIAs, and following up as necessary
- Reporting (updating, populating, collation, consolidation, production, distribution, etc.) as required by the ECDOE
- Assist with the review of Variation Orders approved by PIAs
- Provide professional architectural, quantity surveying and engineering support as required for:
 - a) Uniformity / alignment of bid documentation
 - b) Support & assistance with technical queries
 - c) Assistance in dealing with contractual claims and disputes
- Assistance with audits / spot checks on final accounts and professional fee claims
- Assist with the approval of Project Plans as submitted by PIAs on projects over R10m, and supporting quality improvements in this regard, as members of the PRM professional services review teams or Planning Design and Cost Appraisal Committee.
- Support to the ECDOE with programme risk management, stakeholder engagement management and communications management

5.3 Management of ECDOE Implementation Programme

- Development of programme implementation plans.
- Compilation of specifications and cost estimates.
- Development of project plans
- Design & documentation work as required
- Integrate the PSU functions with the ECDOE Infrastructure Unit's functions.
- Procure and manage all duly appointed Service Providers in line with the procurement policy of the ECDOE.
- Management of Service Providers (consultants and contractors) whose services it has procured.
- Facilitation of procurement processes
- Management of the implementation/construction process.
- Management of project timelines to ensure timeous completion of projects.
- Project quality management
- Project risk management
- Processing payment certificates, variation orders and final accounts.
- Assist with management of project cash flows.
- Conducting regular site inspections.

- Compiling monthly progress reports.
- Capturing all necessary data & documentation on EFMS.

5.4 Support to management / co-ordination structures

- Co-ordinate and support all governance structure meetings
 - venues
 - agendas
 - minutes
 - logistics
 - follow up on actions

5.5 Financial Management, Audit & Systems Support

Render support with regard to the following:

- Overall financial management support to ensure audit readiness & compliance with relevant legislation
- Budget management, control and support
- Validation, capture and processing invoices from Implementing Agents and other service providers
- Reconciliation of payments with invoices
- Maintaining a Chart of Accounts on EFMS data base to draw financial reports
- Reconciling BAS with payments captured on EFMS
- Maintaining of records for Infrastructure Unit (audit trail)
- Monitoring, evaluating and reporting on the payment process at ECDOE as well as the PIA payment tracking process
- Responsible for the calendar and timetable of annual reporting requirements
- Responsible for Infrastructure Reporting Model (IRM) monthly and regulatory submissions
- Responsibility for financial analysis of the IA, programme and project performance (actuals versus budget)
- Identification of data deficiencies – reporting requirements will identify any shortcomings in the availability data.
- Draft policies and procedures for the ECDOE infrastructure unit
- Development & management of the Audit Improvement Plan for PRM unit
- Develop, update and implement audit communication strategy to govern protocols and audit communications
- Facilitate the receipt, communication and on-time submission of documents and information required in terms of all Auditor-General queries
- Present PRM progress status reports to the Chief Financial Officer as part of his/her audit oversight role.
- Review, update and improve the PRM programme approach to recording, analysing and reporting monthly, quarterly and annual capital commitments and accruals
- Ensure procedures established to ensure quality control in the financial data and information reported on
- Establish reporting lines and procedures with all PIAs to ensure accuracy, validity and completeness of reported commitment and accruals figures and align these figures across EFMS and BAS.
- Establish and monitor redress procedures to resolve any recurring inaccuracies in reported figures
- Manage all internal and external audit queries on commitments and accruals
- Responsibility for the audit verification of all projects loaded on EFMS
- Responsibility for the audit verification of all documents loaded on EFMS

- Responsibility for the monthly updates and system reporting requirements with respect to EFMS
- Evaluate the submitted IPIP and cash flow projections
- Evaluate backlogs of the information loaded into the system
- Consolidation of infrastructure portfolio and ensuring that all projects in the current financial year have sufficient funding
- Manage, evaluate and report on the performance of the appointed IAs on their interaction and involvement with respect to the completeness accuracy and validity of information loaded onto EFMS

5.6 Procurement Support

The PSU shall comply with all instruction notes and/or circulars on procurement matters that are issued by National and Provincial Treasury from time to time;

- Support the implementation of procurement strategy in line with FIDPM as approved by Infrastructure management in line with the approved policy and prescripts;
- Provide relevant Human Resource to support Infrastructure Procurement Process, including emergency procurement for the ECDOE.
- Assist in the preparation of all batch documentation for the creation of orders on Logis system in conjunction with departmental personnel.
- Prepare and manage all bid documentation and processes in conjunction with departmental personnel.
- Assist in the maintenance of the contract and bid register for Infrastructure.
- Provide the administrative support for the bid secretariats
- Assist in establishment of a ECDOE comprehensive pre-approved panel of built environment professional service providers, from where appointments for infrastructure projects will be made.
- Utilize the CIDB database to expedite the procurement process.
- Assist the departmental infrastructure unit with the development of the annual procurement plan and with quarterly reporting to the Provincial Treasury.
- Attend bid meetings at Implementing Agents to ensure compliance to Supply Chain Policy and FIDPM.

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Secretariat Support for Bid Committees

Role Mandate

The Secretariat Support for SCM Committees will serve as an advisor, facilitator and observer at the proceedings of all respective Bid Committees.

Key Accountability

- Assist in preparing submission packs, agendas, signed minutes of all Bid committees' meetings
- Ensure timeous distribution of packs to Bid Committees.
- Assist with coordinating meetings to take place in an orderly fashion.
- Communicate submissions and decisions to internal departments or business units.
- Ensure documentation is aligned with recommendations from the committee.
- Assist with managing the record keeping, administrative duties inclusive of typing letters, filing of documentation and faxing documentation and keep record of all minutes and recordings.
- Report on all spend that have been sanctioned by the Bid Adjudication Committee on a quarterly basis and report on variation orders and contract over-runs.
- Keep and maintain a record of all submissions reserving a decision pending.
- Maintain a register of all tenders or bids awarded.
- Assist with the preparation and workflow for internal and external audits.
- Review purchase orders to ensure that there is an approved budget and assess the methodology of procurement for compliance.

SCM - Support to Implementing Agents (IAs)

- Provide support and assistance to Implementing Agents
- Design and implement systems and controls that will strengthen compliance to relevant SCM prescripts
- Update all relevant information on EFMS
- Provide technical capacity to IAs
- Develop an audit improvement strategy for all IAs and facilitate implementation thereof
- Monitor progress on implementation of projects against the procurement plans and advise/report to the Department on any other challenges experienced in this regard
- Analyze reports from IAs and submit to the Department
- Conduct financial recon, expenditure per project, interest accrued and report to the Department on monthly basis
- Ensure that Requests for Information and COAFs are submitted timeously.

- Submit monthly reports as required by the ECDOE and relevant stakeholders.

ECDOE support

- Provide adequate support and resources to perform contract administration and contract management for infrastructure contracts
- Provide adequate support to ensure infrastructure projects are implemented expeditiously
- Provide support and assistance in the development and implementation of infrastructure delivery strategy
- Provide support in the development and packaging of standard procurement documentation
- Ensure adherence to all relevant SCM prescripts
- Provide training and capacity building to infrastructure SCM staff
- Develop an infrastructure audit improvement strategy, with clear deliverables, timelines and ensure implementation and monitoring thereof
- Assist in the review of SCM Policy, Delegations and Standard Operating Procedure related to Infrastructure
- Assist in the development of a infrastructure development policy

5.7 Call-down services

The ECDOE may need project specific services related to a particular discipline from time to time. These will often be a partial service as defined in the relevant fee guidelines, where the ECDOE does not deem it cost effective to utilise contracted individuals at their hourly rate.

In such cases the PSU will be expected to outsource at least 60% of the work to a local company. The Department may wish to call down a professional service for a particular project on a percentage basis, as provided for in the guidelines for the various professions. In such cases the ECDOE will negotiate a percentage-based fee for the required professional service in terms of market related fee scales for the particular discipline. The request will be reduced to writing at an agreed fee, and the PSU will then bill the Department accordingly for the service.

6. KEY DELIVERABLES

- 6.1 Within 30 days of appointment, the PSU will complete and submit a detailed work-plan detailing tasks, deliverables and timeframes of how the above support will be provided, for agreement and approval to the ECDOE. This work-plan will be informed by the following:
- The successful bidder's programme management experience in the public sector and expertise in the field of project management

- The successful bidder's understanding of the ECDOE's requirements and knowledge of the infrastructure delivery environment in the Eastern Cape
- The requirements of these terms of reference
- The requirements of all applicable legislation
- The guidelines for best practice as contained in the FIDPM and the IDMS Toolkit as published on the CIDB and National Treasury websites
- Treasury requirements, particularly with regard to reporting
- Interactions with the relevant DPWI and ECDOE personnel

Should it be required to alter these tasks due to changing circumstances, such changes will be achieved through formal variations to the work-plan, i.e. as agreed with the ECDOE in writing.

- 6.2 Timely establishment of reliable expenditure projections for the entire infrastructure program at the outset of each financial year. The accuracy of these projections will be evaluated against the expenditure achieved at the end of each financial year, and this will serve as a performance measure for the PSU. It will also be taken into account in the remuneration of the PSU (see Special Conditions of Contract, Item 11.1).
- 6.3 As indicated earlier, oversight of the reliability of data and documentation on the EFMS forms part of the PSU scope of services. The completeness and accuracy of data and documentation on the EFMS will be a performance measure of the PSU. This will be confirmed through regular checks, but ultimately by the availability and veracity of documentation for the annual audit, and the outcome of the audit. This will also be used for performance-based remuneration of the PSU (see Special Conditions of Contract, Item 11.2).
- 6.4 Monthly progress reports to the ECDOE describing all activities and progress toward achieving annual work-plan objectives.
- 6.5 All reporting required in terms of Division of Revenue Act, Expanded Public Works Programme, National Department of Education and National & Provincial Treasury.
- 6.6 Ensuring compliance with audit requirements, responding to requests from the Auditor-General, and promoting the institutionalisation of best practices for future compliance and efficiency of project implementation.
- 6.7 Development and presentation of close out reports for completed activities and projects in the approved work plan.
- 6.8 Mentoring and skills transfer to the counterparts and the personnel with whom the PSU will be working.
- 6.9 On or before the expiration of the 24th month of the contract the bidder shall in writing furnish the ECDOE with an exit plan indicating the scaling down of involvement in the third year of the contract period, and obligations that the ECDOE will need to meet from expiry of the appointment through until logical completion of the relevant programmes.

7. PERFORMANCE

- 7.1 Performance will be measured as against the approved work plan, and the other deliverables as described in the foregoing sections (5 & 6). Note that remuneration has performance-based components as indicated in the Special Conditions.
- 7.2 The PSU members shall at all times act professionally and with integrity, objectivity and independently as a faithful agent of the ECDOE.

8. CORE COMPETENCIES

- 8.1 Responding entities are required to propose a team of experts, professionals and practitioners to support the ECDOE. All persons put forward in a bid must sign a statement at the end of their CV confirming their availability for the duration of the contract.

- 8.2 The bidding entity will be required to exhibit the following:

- Knowledge of the public sector infrastructure delivery environment.
- Experience in the design and implementation of similar programmes.
- Capacity to manage a programme of this nature.
- At least two letters of commendation from clients managing and implementing projects and programmes of similar nature and size of an accumulative expenditure of at least R500 million over three years.
- Professional indemnity of at least R30m effective from a minimum of at least three (3) years with no claims
- No history of defaulting in implementation of similar programmes
- Programme & project management experience (PMBok) and PRINCE 2
- Construction programme / project management experience
- Financial management experience in the public sector, preferably within infrastructure delivery
- Exhibit full grasp of the full cycle of programme management, audit experience and vesting of assets with custodian departments
- Knowledge of pertinent legislation and implementation of interventions to achieve compliance in a similar environment
- Full grasp of government reporting cycles and reporting models

Knowledge of project management information systems (PMIS) and experience in the utilisation as a management and reporting tool. Proficiency with the Education Facilities Management System (EFMS) would be an advantage.

- 8.3 This team must have a combination of the following skills and significant experience in the areas indicated, **which must be adequately demonstrated within the CVs** of the proposed team members **in accordance with the template for Curriculum Vitae** that have been provided in the Bid Document Pack.

8.4 Programme Manager:

- A university degree in a built environment profession and current professional registration with a professional built environment council recognised by legislation in the Republic of South Africa
- At least 10 years' post registration experience in infrastructure delivery and programme management

- Knowledge of planning and programming of infrastructure projects, especially those within the public sector;
- Knowledge of general public administration in South Africa, including relevant legislation and regulations such as the PFMA, DoRA and FIDPM, as well as knowledge of how provincial government department's function
- Proven track record in programme management including human, technical and financial aspects;
- Experience in public sector construction procurement & supply chain management
- Experience in construction contract management.
- Experience in successful capacity building initiatives;
- Experience with delivery of educational infrastructure and SACPCMP or PMP registration will be distinct advantages.

The prospective programme manager shall have the following complementary capabilities:

- Leadership skills; the ability to guide a group of professionals to work under pressure and within short timeframes.
- A working knowledge of one of the official South African languages, other than English, that predominate in the Eastern Cape.
- Mentoring
- Communication and presentation
- Report writing

8.5 Senior Project Managers:

- A tertiary qualification in the Built Environment from an accredited institution
- Professional registration with the SACPCMP and one other Built Environment Council
- At least 10 years' experience in infrastructure programme and project delivery management
- Experience in budgeting and financial management of large infrastructure programmes
- Proven track record in Programme Management including human, technical and financial aspects;
- Experience in public sector construction procurement;
- Experience in construction contract management.
- Proven experience with working with public sector infrastructure projects and programmes, including working knowledge and understanding of the Infrastructure Delivery Management System Framework for Infrastructure Delivery and Procurement Management. Construction Industry Development Board Act of 2000 and Regulations. Public Financial Management Act. Division of Revenue Act. Treasury Regulations/Practice Notes/ Instructions/Circulars. Construction Procurement System. Provincial/Departmental Supply Chain Management Policies. Promotion of Access to Information Act of 2000. Promotion of Administrative Justice Act of 2000. Expanded Public Works Programme. Broad Based Black Empowerment Act of 2003. Preferential Procurement Act of 2000 and Regulations. Architectural Profession Act of 2000. Engineering Profession Act of 2000. Quantity Surveying Profession Act of 2000. National Building Standards Act of 1977 and Regulations. Government Immovable Asset Management Act of 2007. Occupational Health and Safety Act and Regulations of 1993. Project and Construction Management Professions

Act of 2000. Health Act and Regulations, Act 61 of 2003. National Environmental Management Act of 1998. Relevant Provincial Land Administration Legislation. ISO standards. All different types and forms of construction contracts. Construction Procurement Standard as Issued by CIDB.

8.6 Built Environment Practitioners

- A relevant degree in Architecture, Engineering, , Quantity Surveying, , (SACAP, ECSA, SACQSP, GBCSA, IAAP, SAHRA/ APHP,)
- At least 10 years' post registration experience in planning, design, documentation, procurement, and contract administration in their specific field
- Experience in dispute resolution, as expert witness or similar will be distinct advantages
- Proven experience with working with public sector infrastructure projects and programmes, including working knowledge and understanding of the Infrastructure Delivery Management System Framework for Infrastructure Delivery and Procurement Management. Construction Industry Development Board Act of 2000 and Regulations. Public Financial Management Act. Division of Revenue Act. Treasury Regulations/Practice Notes/ Instructions/Circulars. Construction Procurement System. Provincial/Departmental Supply Chain Management Policies. Promotion of Access to Information Act of 2000. Promotion of Administrative Justice Act of 2000. Expanded Public Works Programme. Broad Based Black Empowerment Act of 2003. Preferential Procurement Act of 2000 and Regulations. Architectural Profession Act of 2000. Engineering Profession Act of 2000. Quantity Surveying Profession Act of 2000. National Building Standards Act of 1977 and Regulations. Government Immovable Asset Management Act of 2007. Occupational Health and Safety Act and Regulations of 1993. Project and Construction Management Professions Act of 2000. Health Act and Regulations, Act 61 of 2003. National Environmental Management Act of 1998. Relevant Provincial Land Administration Legislation. ISO standards. All different types and forms of construction contracts. Construction Procurement Standard as Issued by CIDB.

8.7 Contracts Manager

- A relevant degree in Architecture, Engineering, Quantity Surveying or Law (as applicable) from a recognised university and current registration with the relevant professional body
- At least 10 years' post registration experience in design, documentation, procurement, and contract administration in their specific field
- Experience in dispute resolution, as expert witness or similar will be distinct advantages

8.8 Lead Accountant: Finance and Administration

- Bachelor's degree in accounting, commerce or business science
- At least 10 years' experience, preferably in finance & administration

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- At least a minimum of 5 years relevant experience in a similar programme
- Registration as CA (SA) will be a distinct advantage

8.9 Lead Accountant: Audit and Compliance

- Bachelor's degree in accounting, commerce or business science
- At least 10 years' experience, preferably in audit and compliance
- At least a minimum of 5 years relevant experience in a similar programme
- Registered CA (SA)

8.10 Lead Accountant: System Compliance

- Bachelor's degree in accounting, commerce or business science
- At least 10 years' experience, preferably in system compliance
- Registration as CA (SA) will be a distinct advantage

8.11 Health & Safety Agents

- Relevant tertiary qualification plus additional certification in health and safety from a recognised training provider
- At least 5 years' experience in health and safety, preferably in the construction industry, including safety specifications and / or safety plans

8.12 Building Control Officer Clerk of Works

- At least N3 qualification and related trade test experience
- At least 10 years' experience in the construction industry

8.13 Communications Specialist

- A recognised degree in communications or related field
- At least 10 years of experience in:
 - Developing & implementing comprehensive external communication strategies, preferably in the field of Infrastructure Delivery Management
 - Development of publications including relevant production schedules, content, designs and printing/ publishing and assistance with external stakeholder engagement.
 - Developing appropriate internal approaches / strategies and plans and implementation thereof at program level and generically at project level, preferably in the field of infrastructure delivery

8.14 SCM - Programme Lead

- Tertiary qualification (NQF Level 8/7) in Public Management/Administration, Logistics, Supply Chain Management/Financial Management or related field.
- At least a minimum of 8 years of relevant experience in infrastructure procurement.
- The candidate must possess a firm background in infrastructure procurement, supply chain management and governance/ compliance management; Understanding of procurement-related legislation, including- Public Finance Management Act (PFMA);

Framework for Supply Chain Management; Framework for Infrastructure Delivery and Procurement Management; Code of Conduct for Supply Chain Management Practitioners; Treasury Regulations; Broad Based Black Economic Empowerment Act, Preferential Procurement Policy Framework Act (PPPFA), Construction Management and Facilities Management and Property Management Act.

8.15 Audit Readiness

- Tertiary qualification (NQF Level 8/7) in Public Management/Administration, Logistics, Supply Chain Management/Financial Management/ Auditing or related field.
- At least a minimum of 8 years of relevant experience in infrastructure procurement.
- The candidate must possess a firm background in infrastructure procurement, supply chain management and governance/ compliance management; Understanding of procurement related legislation, including- Public Finance Management Act (PFMA); Framework for Supply Chain Management; Framework for Infrastructure Delivery and Procurement Management; Code of Conduct for Supply Chain Management Practitioners; Treasury Regulations; Broad Based Black Economic Empowerment Act, Preferential Procurement Policy Framework Act (PPPFA), Construction Management and Facilities Management and Property Management Act.

SCM - Operational Support

- Tertiary qualification (NQF Level 6/7) in Public Management/Administration, Logistics, Supply Chain Management/Financial Management/ Auditing or related field.
- At least a minimum of 2 to 4 years of relevant experience in infrastructure procurement.
- The candidate must possess a firm background in infrastructure procurement, supply chain management and governance/ compliance management; Understanding of procurement related legislation, including- Public Finance Management Act (PFMA); Framework for Supply Chain Management; Framework for Infrastructure Delivery and Procurement Management; Code of Conduct for Supply Chain Management Practitioners; Treasury Regulations; Broad Based Black Economic Empowerment Act, Construction Management and Facilities Management and Property Management Act.

Procurement Support and Policy Development

- Tertiary qualification (NQF Level 7/8) in Public Management/Administration, Logistics, Supply Chain Management/Financial Management/ Auditing or related field.
- At least a minimum of 8 years of relevant experience in infrastructure procurement.
- The candidate must possess a firm background in infrastructure procurement, supply chain management and governance/ compliance management; Understanding of procurement related legislation, including- Public Finance Management Act (PFMA); Framework for Supply Chain Management; Framework for Infrastructure Delivery and Procurement Management; Code of Conduct for Supply Chain Management Practitioners; Treasury Regulations; Broad Based Black Economic Empowerment Act,

Construction Management and Facilities Management and Property Management Act.
Sound knowledge and understanding of public sector policy development.

9. ADJUDICATION OF THE PROPOSAL

All proposals submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the Terms of Reference, according to the Evaluation Criteria in the Bid Document Pack. Kindly note that the bulk of points are in respect of the experience and capability of the individual team members and the proposals will only be evaluated if detailed CVs of the proposed PSU members are provided in accordance with the Curriculum Vitae Template in the Bid Document Pack. Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points. See Evaluation Process in section that follows.

10. REPORTING AND COMMUNICATION MANAGEMENT

The Programme Manager of the appointed PSU will act as the Team Leader and will report directly to the ECDOE Chief Director: Physical Resources Management.

- Reporting will be on a monthly basis against the deliverables.
- The successful bidder will be required to invoice the ECDOE on a monthly basis, supported by a time-sheet and an activity report against the deliverables.
- If, during the duration of the project any member needs to be replaced, a motivation by the appointed service provider must be submitted and accepted by the ECDOE, subject thereto that the replacement must at least have the same qualifications, knowledge and experience of the person who will be replaced.

11. FACILITIES TO BE PROVIDED BY THE BIDDER

- 11.1 The successful bidder will be required to establish and maintain offices at his own cost, which offices must be located within the 10 kilometres of the ECDOE's provincial office in Zwelitsha, and all full-time personnel must be stationed at this office. The PSU will comprise full time and part time personnel employed on a time & cost basis, some of whom may be based at the ECDOE provincial office in Zwelitsha. The PSU will, however, be responsible for its own facilities and support.
- 11.2 The successful bidder must provide all the necessary office equipment such as computers, printers, copiers, etc. as well as internet and email services provision.
- 11.3 The successful bidder must also provide for his own administrative support, stationery and communication costs.
- 11.4 Rates submitted by the bidder will be deemed to include all the above as well as off-site overheads, employee benefits, leave, etc.

12 CONTRACT PERIOD

- 12.1 The PSU contract will run for a period of three (3) years from date of award. This may be extended by mutual consent for a further period of two (2) years should the need for the services still exist.
- 12.2 The contractor may be requested to scale down services (in terms of an approved exit plan) during the final year of the contract, or during any subsequent extension thereof in terms of the foregoing clause.
- 12.3 Call-down services for specific projects will continue until the completion of the specific project(s), even if these extend beyond the expiry date of the contract.
- 12.4 During the currency of the contract the ECDOE may at any stage request the PSU to reduce (or increase) the level of utilisation of any resources, based on its continued need of a particular resource. Typically, this may occur when internal appointments are made.

13 CONFLICT OF INTEREST

- 13.1 Any entity that is awarded this bid and as at the date of award is rendering services in whatever form or capacity to any Implementing Agent that is contracted to the Department for ECDOE allocated projects, must elect to either accept the award or continue to render services to the implementing agent. Should an election not be made within 3 working days of the award ECDOE reserves the right to cancel the award and consider the second-highest point scorer or not to award the bid at all.
- 13.2 The department has a panel of Professional Service Providers (PSP). The PSPs have the option to submit a bid as a Joint Venture should such Joint Venture be successful then that Joint Venture must elect to accept the bid or continue to remain as a PSP in its individual capacity. Should an election not be made within 3 working days of the award, ECDOE reserves the right to cancel the award and consider the second-highest point scorer or not to award the bid at all.
- 13.3 Any member or director of an entity registered in the department's database of PSPs is not allowed to be an employee of the awarded bidder. Should such member or director of the entity accept the appointment to be an employee of the appointed bidder, then such member or director shall not be allowed to render PSP services to the department.
- 13.4 In respect of clauses 13.1 and 13.2 above, where the appointed service provider has existing contracts such service provider shall be allowed to complete the contract.
- 13.5 Where the appointed service provider is in contravention of the rules governing his/her registration to any professional body such service provider must not sign off any

documents and immediately report such conflict, in writing, to the head of Physical Resources Management.

14 EVALUATION PROCESS

EVALUATION CRITERIA PER COMPONENT

- 14.1 In terms of Regulation 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 200) and Preferential Procurement Regulation 2022, responsive bidders will be adjudicated by the state on 90/10 preference point system, Ninety (90) points will be allocated for price and Ten (10) points for the preferential/strategic goals of the ECDoE
- 14.2 Following the compliance evaluation, the responsive bids will be evaluated in two stages. Stage 1 will deal with functionality and Stage 2 with price and preference points.
- 14.3 The following Elimination Criteria will apply to all bids:
 - 14.3.1 Bid proposers must complete and sign all the attached standard bidding documents (SBD1, SBD4)
 - 14.3.2 Non-attendance of compulsory briefing session
 - 14.3.3 Bid documents not submitted within the stipulated timeframe
 - 14.3.4 Bids that are incomplete may not be considered

15 COMPLIANCE WITH MINIMUM REQUIREMENTS

- 15.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements / conditions, will be eliminated from further adjudication.
- 15.2 Bids which have met all the compliance requirements will be evaluated according to the adjudication criteria as described herein. Only bids which score more than 80% in total for functionality will be considered for further adjudication and award.

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16 EVALUATION PROCESS

STAGE ONE: FUNCTIONALITY

Evaluation Criteria	Points
FUNCTIONALITY:	100
The score for Functionality will be out of 100 points, made up as follows: a. Bidding entity: 30 points b. Individuals: 50 points c. Presentation: 20 points <u>NB: Only those submissions which score at least 80 % for the entity (see section A below) and at least 80% for the total of the individuals bided (see section B below) will be invited to make presentations.</u>	
A. Bidding Entity	30
The bidding entity will score points as follows: • Compliant with all the requirements as listed in par 8.2 with the minimum of five (5) years' experience in the items listed therein, and successfully managed similar programmes in the public sector, within Education, at least R500 million over three years = 30 points • Compliant with all the requirements as listed in par 8.2 with the minimum of Three (3) years' experience in the items listed therein, and successfully managed similar programmes in the public sector, within Education, at least R500 million over three years = 20 points • Compliant with all the requirements as listed in par 8.2 with the minimum of Two (2) years' experience in the items listed therein, and successfully managed similar programmes in the public sector, within Education, at least R500 million over three years = 10 points "Programme in the public sector" refers to a portfolio of projects successfully managed in the public sector	
B. Individuals	50
The scoring of the individuals comprising the proposed team will be made up on the basis of 40% for qualifications & professional registration (if applicable) and 60% for relevant experience. Each component will be scored out of 10 points on the basis as indicated below.	

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The combined score for each individual will then be weighted as indicated in the attached schedule. The combined weighted scores for all the individuals will comprise 50% of the total score for functionality.	
<u>Academic qualification and professional registration related to field of study (40%)</u> Bidders must furnish copies of all academic qualifications of the proposed candidates, as well as, copies of professional registration in the built environment, wherein points will be allocated according to the following methodology; - • Meets minimum qualifications criteria for the position = 8 points • Exceeds minimum qualifications criteria for the position = 10 points Note: The accepted qualification criteria for each position are as set out in Section 8 of this document.	
<u>Experience applicable to the relevant position on this contract (60%)</u>	
Proposed candidates will be scrutinized for the relevancy of their experience for each specialist area, and will be scored based on the following: • Meets the minimum experiential requirements = 6 points • Exceeds minimum experiential requirements by 5 years or more = 8 points • Exceeds minimum experiential requirements by 10 Years or more= 10 points	
C. Presentation Note that only submissions scoring at least 24 points (i.e. 80%) for Bidding Entity (Section A) <u>and</u> 40 points (i.e. 80%) for the total score of the Individuals (Section B) will be invited to make presentations. See also Item 5 below regarding presentations.	20
The presentation should be 45 minutes long and a further 45 minutes will be allowed for the team to answer questions from the panel. The team making the presentation should not comprise more than 5 persons, selected to cover the key areas of the scope of work. The selection panel may request that, in addition, specific team members be requested to attend to answer questions related to their field of expertise. The presentation should provide the following: • Clear understanding of the project objectives of the assignment and key deliverables, broadly and per component • Concise and logical conceptualization of the relevant scope of work and related deliverables as well as a practical and innovative approach undertaking of the scope of work	

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Following the presentation, the selection panel will pose questions to the team related to the presentation and the terms of reference, as well as specific questions for team members specifically requested to be present at the presentation.

Based on the presentation and answers to questions posed by the panel, the team will be given a score out of 20.

The scores for Sections A, B & C will be combined to give a total score out of 100. Bids scoring 80 points or more will proceed to Stage 2. Bids not achieving at least 80 points will be disqualified.

17 STAGE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

- a) Bid Document (This Document must be submitted in its original format)
- b) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- c) **Form of offer and Acceptance** must be fully completed and signed. The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
- d) **SBD 4- Declaration of Interest** must be fully completed and signed.
- e) If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
- f) **Resolution for Signatory Form** must be completed and signed by director/s OR a letter bearing a letterhead of the tenderer, specific to this bid, must be duly signed by all directors and submitted with the bid. Only a duly authorized official can sign the bid.
- g) Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered.
- h) If the offer is believed NOT to be market related, the department, through its Supply Chain Management bid committees, will attempt to negotiate the offer with identified bidder/s in order to come to a reasonable amount. Bidders are not allowed to increase their tender offers during this process

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

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

1. STAGE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **90/10 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and *Preferential Procurement Regulations of 2022*

Criteria	Points
POINTS ON PRICE	90
SPECIFIC GOALS	10
TOTAL	100

Please note:

- 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals
- 2. The Department intends to award this to the highest point scorer, unless circumstances justify otherwise.
- 3. All information will be verified through CSD
- 4. SBD 6.1 is attached

The 90/10 preference point system for acquisition of services, works or goods in excess of R50 million.

17 PRESENTATIONS

- 17.1.1 Bidders who will be required to make presentations will be advised accordingly.
- 17.1.2 At least five days' notice will be given to bidders required to attend a presentation as well as the detail of the venue for the presentations.
- 17.1.3 Presentations will be made to a panel appointed by the Bid Evaluation Committee.
- 17.1.4 Points determined by the presentation will be awarded by each panel member chaired by the member of the BEC and then an average calculated.

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18 EVALUATION SCHEDULE

The criteria and weights referred to in paragraph 1 above, are set out in the table below. Each candidate bided will be evaluated for the particular position in terms of the criteria as listed under Items 8.4 to 8.20 as applicable, and a score allocated out of a maximum of 10. This score will then be weighted as indicated in the table below. In the case of the technical administrators and secretarial support, these will not form part of the evaluation. The bidder will, however, be expected to provide competent persons. The ECDOE may request the replacement of any personnel whose performance or expertise is regarded as inadequate.

The evaluation schedule is shown below. However, bidders are required to enter the names of the individuals into the Excel spreadsheet that will be provided and include a printed copy in their bid submission.

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Evaluation Schedule									
A. Tendering Entity					Maximum Total	Actual Score	Weighting	Weighted Score	Means of Verification
Extent to which requirements are met (Section 8.2)					30		30	0,00	Company profile
Score for Tendering Entity (as percentage)					30	0		0%	
B. Individuals					Actual scores (out of 10)	Maximum Total	Actual Score	Weighting	Weighted Score
Position	No	Name	Qualifications	Experience	40%	60%	10	50	0,00
Programme manager	1				10	0	40	0,00	Relevant CV
Senior Programme Administrator / Scheduler	1				10	0	34	0,00	
Manager Infrastructure Grants & Programme Reporting	1				10	0	34	0,00	
Senior Admin Officer	1				10	0	22	0,00	
Senior Admin Officer	1				10	0	22	0,00	
Communications Specialist	1				10	0	25	0,00	
Specialist - Construction Contracts & Construction Law	1				10	0	34	0,00	
Programme manager - systems management	1				10	0	34	0,00	
Project manager - systems management	1				10	0	28	0,00	
Service Desk Operator (EFMS)	1				10	0	25	0,00	
Training Lead and Systems Controller	1				10	0	25	0,00	
System Compliance Lead - IRM System Controller	1				10	0	25	0,00	
Senior Admin Officer - EFMS Data Analyst & Capturers	1				10	0	22	0,00	
Senior Admin Officer - EFMS Data Analyst & Capturers	1				10	0	22	0,00	
Senior Admin Officer - IRM Data Analyst & Capturers	1				10	0	22	0,00	
Senior Admin Officer - IRM Data Analyst & Capturers	1				10	0	22	0,00	
Quantity Surveyor	1				10	0	34	0,00	
Quantity Surveyor	1				10	0	34	0,00	
Quantity Surveyor	1				10	0	34	0,00	
Quantity Surveyor	1				10	0	34	0,00	
Pr Senior Architectural Technologist	1				10	0	28	0,00	
Pr Senior Architectural Technologist	1				10	0	28	0,00	
Pr Senior Architectural Technologist	1				10	0	28	0,00	
Pr Civil Engineer - Water and Sanitation	1				10	0	34	0,00	
Pr Civil Engineer - Water and Sanitation	1				10	0	34	0,00	
Pr Civil Engineer - Water and Sanitation	1				10	0	34	0,00	
Pr Civil Engineer - Water and Sanitation	1				10	0	34	0,00	
Pr Structural Engineer - Geotech & Structural Engineering; Environmental Specialist	1				10	0	34	0,00	
Pr Structural Engineer - Geotech & Structural Engineering; Environmental Specialist	1				10	0	34	0,00	
Pr Electrical Engineer	1				10	0	34	0,00	
Pr Mechanical Engineer, Fire Chief Specialist	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Senior Project Manager	1				10	0	34	0,00	
Project administrators	8	Names not required			10	0	25	0,00	
Programme Manager Clerk of Works	1				10	0	25	0,00	
Health & Safety Agent	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Building Clerk on Works	1				10	0	15	0,00	
Pr Town & Regional Planner	1				10	0	34	0,00	
Control GIS Technologist	1				10	0	28	0,00	
Land Surveyor	1				10	0	34	0,00	
Stakeholder Engagement Specialist	1				10	0	28	0,00	
Stakeholder Engagement Specialist	1				10	0	28	0,00	
Risk Management Specialist	1				10	0	28	0,00	
Finance Administration Lead-Finance	1				10	0	28	0,00	
Audit and Compliance Lead-Finance	1				10	0	28	0,00	
Systems and Reporting Lead-Finance	1				10	0	28	0,00	
Senior Accounting Clerks - Finance	8	Names not required			10	0	28	0,00	
Immovable Assets Audit Lead	1				10	0	28	0,00	
WIP Assets Lead	1				10	0	28	0,00	
RFU Assets Lead	1				10	0	28	0,00	
Fair Value Assets Lead	1				10	0	28	0,00	
Accounting Clerks - Immovable Assets	10	Names not required			10	0	28	0,00	
SCM - Programme Lead	1				10	0	22	0,00	
SCM - Deputy Director Audit Readiness	1				10	0	22	0,00	
SCM - Deputy Director - Procurement	1				10	0	22	0,00	
SCM - Policy Development	1				10	0	22	0,00	
SCM - IA Support	7	Names not required			10	0	22	0,00	
SCM Operational Support	11	Names not required							
114									
Score (as percentage) for Individuals								0%	
NOTE: Scores for both Section A and Section B must each be 80% or better to proceed to Presentation stage									
C. Presentation & Interview					Maximum Total	Actual Score	Weighting	Weighted Score	Means of Verification
Total score out of 20 for presentation & Interviews					20		20	0,00	Presentation & Interview
Total score for Functionality (Section A + Section B + Section C):								0,00	

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OPTIONAL RESOURCES

Insert table of additional optional resources

Land Surveyor

CURRICULUM VITAE TEMPLATE GUIDELINE

Proposed role in the project:

1. Family name
2. First name:
3. Date of birth:
4. Nationality
5. Education

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained*

6. Membership of professional bodies*

7. Other skills (e.g. computer literacy, etc.)

8. Present position:

9. Present Organisation:
(Name of Company/ Employer)

10. Years within the organisation:

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**11. Key qualifications
(relevant to the
project)**

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

**12. Professional
experience**

Date (From – To) (mm/yy)	
Organisation Client	
Location	
Position	
Description of duties	

Date (From – To) (mm/yy)	
Organisation Client	
Location	
Position	
Description of duties	

13. Contactable references

Contact Person	Organisation	E-mail address	Telephone No

14. Other relevant information (e.g. Publications, language proficiency)

I hereby confirm that all information contained herein is correct, and I also confirm my availability for this contract.

Signed:

Date:

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Curriculum Vitae Template

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NB

***Certified copies of listed academic qualifications and professional registration must be attached to this CV**

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PRICING

- a) All prices must be quoted in South African Rand (ZAR)
- b) Bidders must submit the bid price as per the Pricing Schedule included herewith (this will also be made available in Excel spreadsheet). This must be signed by the authorised person and included in the bid submission in a separate sealed envelope titled "Bid Price" and bearing the bidder's name.

SPECIAL CONDITIONS OF BID AND CONTRACT

SECTION 1: SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO TAKE NOTE OF

19 FRAUD AND CORRUPTION

- 19.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

20 CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the interpretation of the Terms of Reference, or aspects concerning bid procedures, may be requested in writing via e-mail on/or before 22 November 2024 from Mr Q Msiwa (Terms of Reference) or Mr P.Nxozana (Bid Procedures) who can be contacted at the email addresses as listed in the Invitation to Bid. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders, but by e-mail only. The last date for tenderers to address questions of clarity is 22 November 2024, 16:00, following which no clarifying questions will be entertained.

21. ADDITIONAL INFORMATION REQUIREMENTS

During evaluation of the Bid(s), additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to a bid being disregarded.

22 SUBMITTING BIDS

- 22.1 A **bound original plus one (1) unbound copy of the bid**, together with a sealed envelope containing the bid price, i.e. Two documents and a sealed envelope should be deposited in the Bid Box at:

Foyer at Main Entrance
Department of Education
Steve Tshwete Complex
Zone 6
ZWELITSHA

Bid No: _____

Bid Document

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22.2 NB: Bidders are to indicate on the cover of each document whether it is the original or a copy

22.3 The separate sealed envelope containing the Priced Schedule and signed Bid Sum should be marked "Bid Price" and the name of the bidder.

22.4 Bids should be submitted in a sealed envelope, marked with:

22.4.1 Bid number

22.4.2 Closing date and time

22.4.3 The name and address of the bidder

22.5 Documents submitted on time by bidders shall not be returned.

23 LATE BIDS

23.1 Bids received late shall not be considered. The bid (bid) box shall be locked at exactly 11:00 am and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder/s. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

24 NEGOTIATION

24.1 The ECDOE has the right to enter into negotiation with a successful Bidder regarding any terms and conditions, including price(s), of a proposed contract.

24.2 The Department of Education shall not be obliged to accept the lowest or any quotation, offer or proposal.

24.3 All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form/letter of acceptance signed by the designated responsible person of both parties. The designated responsible person of the ECDOE is the Head of Department or his/her written authorised delegate.

25 REASONS FOR REJECTION

25.1 The ECDOE shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

25.2 The ECDOE may disregard the bid for any of the following reasons:

25.2.1 If the bidder is listed as a restricted supplier on the Provincial/National Treasury Database.

25.2.2 If the bidder has committed proven fraud or any other improper conduct in relation to such system.

25.2.3 Should the bidder have failed to perform on any previous contract and the proof exists.

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he above listed reasons for rejection of a bidder is not exhaustive.

25.3 Such actions shall be communicated to the ECDOE.

26 BID VALIDITY

26.1 Bids shall remain valid for a period of 120 days after close of bids.

27 PAYMENTS

27.1 The ECDOE will pay the Contractor the Fee as set out in the final contract. No additional amounts will be payable to the Contractor.

27.2 The Contractor shall from time to time during the currency of the contract invoice the ECDOE for the services rendered. No payment will be made to the contractor unless an invoice complying with Section 20 of the VAT Act No 89 of 1991 has been submitted to the ECDOE.

27.3 Payment shall be made into the bidder's bank account within 30 days after receipt of an acceptable, valid invoice together with supporting documents. (Banking details must be submitted as soon as this bid is awarded).

27.4 The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

27.5 The bidder must ensure that it is registered on the Central Supplier Database (CSD) to enable the ECDOE to facilitate payment.

SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT

1 GENERAL CONDITIONS OF CONTRACT

2.1 The General Conditions of Contract must be accepted.

3 CONFIDENTIALITY

3.1 The bid document and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.

3.2 All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the ECDOE or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting officer or the delegate.

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4 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

4.1 Copyright of all documentation relating to this contract belongs to the ECDOE. The successful bidder may not disclose any information, documentation or products to any other persons/entities without the written approval of the accounting officer or the delegate.

4.2 The intellectual property rights arising from the execution of the contract itself shall vest in the ECDOE and the contractor undertakes to honour the ECDOE's intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

4.3 In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the department. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.

4.4 The ECDOE shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not (intellectual property - IP) and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract..

4.5 The provisions of this clause 4.4 shall only apply to such IP that is created during the course and scope in terms of this contract.

4.6 The Contractor acknowledges and agrees that each provision of clause 4 is separate, severally and separately enforceable from any other provisions of this contract.

4.7 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.

4.8 This clause 4 shall survive termination of this contract.

5 COMPLIANCE

5.1 As soon as it becomes known to the contractor that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, the ECDOE must be given immediate written notice to this effect. The ECDOE reserves the right to implement any legal remedies available to it.

5.2 Any bidder that fails to attend the compulsory briefing session and sign the attendance register shall be automatically disqualified.

5.3 The bidder must have a minimum BB-BEE status level 6

5.4 The successful bidder shall be required to furnish the ECDOE with proof of professional indemnity insurance for a minimum of 25% of the contract value.

6 WARRANTIES

6.1 The Contractor warrants that it is able to conclude this Agreement to the satisfaction of the ECDOE.

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7 PARTIES NOT AFFECTED BY WAIVER OR BREACHES

7.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .

7.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

8 RETENTION

8.1 On termination of this agreement, the contractor shall, on demand hand over all documentation (soft and hard copy) provided as part of the project and all deliverables, etc., without the right of retention, to the ECDOE.

8.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties.

9 DEPLOYMENT OF TEAM

All members of the team bided must be available to commence duties upon award of the bid. The team deployed must comprise the persons included in the bid. Changes to personnel may only be effected if a similar or better candidate is put forward, provided continuity of work is not affected and prior written approval for such substitution is obtained.

It should be noted that the team may be required to downscale its resources in phases as the programme nears completion.

10 SKILLS TRANSFER

Capacity building and transfer of skills to officials are implicit within all the above areas of support. Practices applied or introduced by the PSU must at all times comply with the format and guidelines as contained in the IDMS Toolkit and the FIDPM. Bidders must submit a comprehensive plan indicating how they will transfer skills and capacitate officials of the ECDOE.

11 FORMAT OF BIDS

Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented. Bidders are to set out their proposal in the format prescribed hereunder:

11.1 Part 1: Invitation to Bid

Bidders must complete and return the full "Invitation to Bid" document.

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11.2. Part 2: Declaration of Interest

Each party to the bid must complete and return the Declaration of Interest.

11.3 Part 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)

11.3.1 Bidders must complete and return the Preference Points Claim Form (Purchases).

11.3.2 For a consortium or joint venture:

- Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Purchases).

In the case of a consortium / joint venture / subcontractor, item 9.9 of the Claim Form should only be completed once for the whole consortium / joint venture.

11.4 Part 5: Team details

11.4.1 The bidding entity must submit a profile of itself together with details of experience and projects it has undertaken, such that it effectively demonstrates that it meets the requirements as set out in Section 5 of the terms of reference.
Details of experience and projects previously undertaken must be evidenced by attaching signed off letters of reference."

11.4.2 In this part that must be returned, bidders must provide details of the team named in the previous part.

The bidders must provide a summary chart containing all the people to be used.

11.4.3 For each team member there must be:

- A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline for the compilation of the CVs.
- C.V must be accompanied by certified copies of qualifications, proof of professional registration and names of references with contact details.

11.4.4 The ECDOE reserves the right to request the replacement of any individual(s) in the bidder's team with another individual recommended by the bidder (and accepted by the ECDOE) or with an individual nominated by the ECDOE, who, in the opinion of the Evaluation Committee, will enhance the competence of the team to be appointed. In such case the ECDOE and the bidder will agree on any adjustment of the rate for the specific individual(s).

11.5 Part 6: Experience in this field

11.5.1 Bidders (i.e. the bidding entity) should provide in this part, and return as part of the submission, at least the following information.

- Details of contracts for similar work within the last 5 years.

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- Contact details of a minimum of 3 organisations for which work has been done.

11.5.2 Samples of work done are not required at this stage, and will not be welcomed.

11.6 Part 7: Pricing Schedule

NB: The Pricing Schedule must be completed, signed by the authorised person, and submitted separately in a second sealed envelope, marked "Bid Price" and the bidder's name. The Pricing Schedule appears at the end of this document, and will be emailed to bidders who attend the briefing session as an Excel spreadsheet.

In order to provide guidance to service providers, and to promote the uniform adjudication of the price component of the bids received, a schedule of quantities is provided in the Pricing Schedule. When completing the schedule, the bidder should note and make allowance within the price for the following:

- 11.6.1 The Bidder's pricing in the Pricing Schedule shall be fixed for the first twelve months of the contract. The number of hours worked and persons utilized shall be dependent upon the needs of the ECDOE. Payment shall be based on actual hours worked and persons utilized.
- 11.6.2 Recoverable disbursements for travel, accommodation, etc. shall be billed on a monthly basis in accordance with the National Department of Education standard rates for such disbursements. These disbursement costs are only for approved travel away from the departmental offices, as required in terms of coordination meetings. Other miscellaneous disbursement costs may only be claimed if they are approved either within the work plan or specifically by the ECDOE. Within the Pricing Schedule an indicative monthly budget for disbursements is provided for budgetary purposes. Only the actual cost of approved disbursements will be paid for on the basis of invoices provided.
- 11.6.3 The hourly fee rates bided are to include all overheads, profit, provision by the service provider for use of cellular phones, computers, printers, faxes, photocopiers, internet service provision, typing, printing, support services, leave, car allowances, etc, as well as office accommodation and administrative support. No additional costs will be considered for whatever reason.
- 11.6.4 The hourly fee rates within the Pricing Schedule are fixed for a one year period commencing on the date of award of contract. In subsequent years, the hourly fee rates within the Pricing Schedule shall be adjusted in accordance with the Consumer Price Index (Statistical Release P0141, East London area) and such adjusted rates shall then be fixed for the further period of twelve months. The same principle will apply should the contract be extended for any subsequent years or parts thereof. The base date for the calculation of the increased fees shall be the date of award.
- 11.6.5 All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed, and must be returned as part of the submission. The proposed totals for fees and allowances for reimbursable expenditure are provided for in the contract, and should be seen as the maximum amount to be spent on these items.

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11.6.6 A pricing schedule with any of the specified elements omitted from the costing, may be considered non-responsive.

11.6.7 Fees:

The budgeted days/hours and applicable rates of all team members are as per the pricing schedule. Note that the percentage of time allocated per resource is currently an estimate for pricing purposes. This percentage may vary depending on requirements as determined by the ECDOE.

11.6.8 Reimbursable costs:

The following expenses will be reimbursed if spent in fulfilment of the contract and claimed in accordance with the conditions below:

- Travel

Only economy class flights and Group A hire cars.

Private car travel for pre-authorised business related travel will be reimbursed in accordance with the National Department of Education standard rates for travelling (Table 3). These rates can be obtained on the website: <http://www.publicworks.gov.za/docs/consultants/rates>. Travelling distance is to be based on travel from the PSU project office (i.e. office established within 10 km of Zwelitsha in terms of this bid).

- Accommodation/meals

Only hotels, or other equivalent accommodation, with a rating of up to three stars are to be booked

Note: Hotel pay channel utilisation and alcohol consumption are for the bidder's own account.

- Communication costs shall be included in the hourly fee rate. These costs shall include, but not limited to:

Office supplies
Internet service providers
Mobile telephones
Computer software
Postage, telephones, faxes
Couriers

Note: Courier charges with regard to the delivering of deliverables or official documents to the client may be billed for with proof of actual costs incurred.

- Reproduction costs.

All costs related to typing, printing and reproduction of reports, deliverables, etc. shall be included in the hourly fee rate. Pre-authorised additional reproduction costs will be reimbursed in accordance with the National Department of Education standard rates for typing and reproduction (Table 1). These rates can be obtained on the website: <http://www.publicworks.gov.za/docs/consultants/rates>.

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VAT: Value Added Tax must be included and shown separately.

12. PENALTIES

The successful bidder will be required to sign a service level agreement (SLA) with the Department.

In the SLA, penalties will be imposed for failure to comply with the terms and conditions of the SLA. Non-compliance includes, but is not limited to, breaches such as failure to meet agreed-upon deadlines, non-delivery of services, or the provision of substandard work.

In the event of a specific breach, for example the failure to comply with time frames, a penalty amounting to 2% of the total annual contract value shall be imposed. Should there be any delays in the project timeline that exceed 20% of the original timeframes, a penalty of R10 000,00 (Ten thousand rands) will be charged for each day of delay. Furthermore, if the services provided do not meet the agreed quality standards, the Consultant will be required to rectify these deficiencies at their own cost within 10 working days from date of notification of the deficiencies. Failure to do so will result in an additional penalty of 10% of the value to be claimed for the activity.

Upon the identification of any breach, the Consultant will be notified in writing of its discovery. The awarded bidder will then have 10 working days to respond or remedy the defect. Penalties will be calculated based on the type of breach and will be imposed after 10 working days from date of receipt of the written notice. The service provider must remit the penalty payment within 22 working days of receiving the penalty notice.

The service provider may appeal any penalty by submitting a written appeal within 5 working days of receiving the penalty notice. This appeal will be considered, and a final decision will be rendered within 5 working days. Any disputes arising from the imposition of penalties will be resolved following the dispute resolution procedure outlined in the SLA.

Penalties for multiple breaches may accumulate, unless otherwise specified, but the total penalties shall not exceed 8% of the total annual contract value. Additionally, repeated or severe breaches may result in the termination of the contract, together with the imposition of penalties, as stipulated in the SLA.

By submission of the bid, the bidder acknowledges that they have read and understood the penalties outlined herein and agree to comply with the specified terms.

13. CALL-DOWN SERVICES

The ECDOE may need project specific services related to a particular discipline from time to time. These will often be a partial service as defined in the relevant fee guidelines, where the ECDOE does not deem it cost effective to utilise bided individuals at their hourly rate. In such cases the ECDOE may wish to call down a professional service for a particular project on a percentage basis, as provided for in the guidelines for the various professions.

In such cases the PSU will be expected to sub-contract at least 60% of the work of the work to a B-BBEE Level 1 QME firm registered in the Eastern Cape. The ECDOE will negotiate a percentage-based fee for the required professional service in terms of market

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related fee scales for the particular discipline. The request will be reduced to writing at an agreed fee, and the PSU will then bill the ECDOE accordingly for the service.

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GENERAL CONDITIONS OF CONTRACT

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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TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
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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.

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- 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 Bid Bulletin. The Government Bid 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.**
 - 6.10 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

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employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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| 6.11 | 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. |
| 6.12 | 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. |
| 6.13 | 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: <ul style="list-style-type: none"> (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. |

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| | 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 | | 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: <ul style="list-style-type: none"> (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 |

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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 fulfilment 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.

Bid No:

Bid Document

General Conditions of Contract

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| 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 cancelling 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 |

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- 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.
- 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

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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.

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|------------------------------------|-------------|--|
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; <ul style="list-style-type: none">(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. |

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General Conditions of Contract

PRICING SCHEDULE

Position	No	Name	Rate per Hour	Approximate Utilisation %	Total estimated hours	Total Cost for Period (3 years)
Programme manager	1			100%	5400	
Senior Programme Administrator / Scheduler	1			100%	5400	
Manager Infrastructure Grants & Programme R	1			100%	5400	
Senior Admin Officer	2			100%	10800	
Communications Specialist	1			75%	4050	
Specialist - Construction Contracts & Constructi	1			50%	2700	
Programme manager - systems management	1			20%	1080	
Project manager - systems management	1			100%	5400	
Service Desk Operator (EFMS)	1			100%	5400	
Training Lead and Systems Controller	1			100%	5400	
System Compliance Lead - IRM System Control	1			100%	5400	
Senior Admin Officer - EFMS Data Analyst & Ca	2			100%	10800	
Senior Admin Officer - IRM Data Analyst & Capt	2			100%	10800	
Quantity Surveyor	1			100%	5400	
Quantity Surveyor	1			100%	5400	
Quantity Surveyor	1			100%	5400	
Quantity Surveyor	1			100%	5400	
Pr Senior Architectural Technologist	1			100%	5400	
Pr Senior Architectural Technologist	1			100%	5400	
Pr Senior Architectural Technologist	1			100%	5400	
Pr Civil Engineer - Water and Sanitation	4			75%	16200	
Pr Structural Engineer – Geotech & Structural E	2			75%	8100	
Pr Electrical Engineer	1			50%	2700	
Pr Mechanical Engineer, Fire Chief Specialist	1			50%	2700	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Senior Project Manager	1			100%	5400	
Project administrators	8	Names not required		100%	43200	
Programme Manager Clerk of Works	1			100%	5400	
Health & Safety Agent	1			75%	4050	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Building Clerk on Works	1			100%	5400	
Pr Town & Regional Planner	1			50%	2700	
Control GIS Technologist	1			50%	2700	
Land Surveyor	1			40%	2160	
Stakeholder Engagement Specialist	2			88%	9288	
Risk Management Specialist	1			30%	1620	
Finance Administration Lead-Finance	1			100%	5400	
Audit and Compliance Lead-Finance	1			100%	5400	
Systems and Reporting Lead-Finance	1			100%	5400	
Senior Accounting Clerks – Finance	8	Names not required		100%	43200	
+Immovable Assets Audit Lead	1			100%	5400	
WIP Assets Lead	1			100%	5400	
RFU Assets Lead	1			100%	5400	
Fair Value Assets Lead	1			100%	5400	
Accounting Clerks – Immovable Assets	10	Names not required		100%	54000	
SCM - Programme Lead	1			100%	5400	
SCM – Deputy Director Audit Readiness	1			100%	5400	
SCM – Deputy Director – Procurement	1			100%	5400	
SCM – Policy Development	1			100%	5400	
SCM - IA Support	7	Names not required		100%	37800	
SCM Operational Support	11	Names not required		100%	59400	
Total number of resources	114					
TOTAL PROFESSIONAL FEES						
Contingency allowance (20%) for additional & call down services (as required)						
Allowance for Disbursements (5%)						
SUBTOTAL						
Add 5% escalation allowance for Year 2						
Add 5% escalation allowance for Year 3						
SUBTOTAL						
Add 15% VAT						
TOTAL BID PRICE						
Signature of tenderer: _____						
Date: _____						
Capacity under which this tender is signed _____						
TOTAL TENDER PRICE (INCL. VAT): (Brought forward from the Pricing Schedule) _____						

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FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR EDUCATION INFRASTRUCTURE PROGRAMME MANAGEMENT SUPPORT SERVICES (HEREIN REFERRED TO AS THE PSU)
REQUEST FOR BID NO:	SCMU6-24/25-

OFFER

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

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.....

.....Ran
d (in words)

R.....(in figures)

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

Signature(s)
.....

Name(s)
.....

Capacity
.....

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**for the
Bidder**

.....
.....
(Name and address of organization)

Name and
signature of
witness

..... Date.....

ACCEPTANCE

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

The terms of the contract, are contained
in:

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

Part C2 Pricing data

Part C3 Scope of work.

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

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

The Bidder shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

.....

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Name(s)

Capacity

for the
Employer

.....

..... (Name and address of organization)

Name and
signature of
witness Date
.....

Schedule of Deviations

Notes:

1. The extent of deviations from the Request for Bid documents issued by the employer before the Request for Bid closing date is limited to those permitted in terms of the conditions of Request for Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Request for Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the Request for Bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject

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Details

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2. Subject

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Details

3. Subject

Details

4. Subject

Details

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Request for Bid data and addenda thereto as listed in the Request for Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

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

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SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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.

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SBD4

contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

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- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

Signature..... Name (in print).....

Date.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women participation	3			
Persons with disabilities	2			
Enterprises located in the Eastern Cape Province	5			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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**RECOMMENDATION BY THE BID SPECIFICATION COMMITTEE FOR THE
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR EDUCATION
INFRASTRUCTURE PROGRAMME MANAGEMENT SUPPORT SERVICES FOR A
PERIOD OF THIRTY-SIX (36) MONTHS**

COMMENTS:



**CHAIRPERSON:
BID SPEC COMMITTEE**

17/09/2024

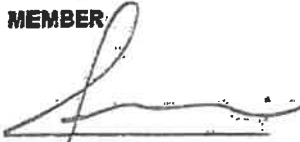
DATE



MEMBER

17 September 2024

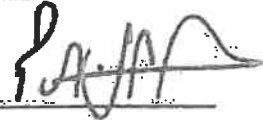
DATE



MEMBER

17 September 2024

DATE

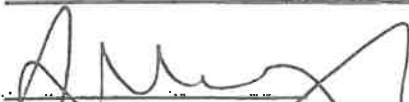


MEMBER

17/09/2024

DATE

APPROVED/NOT APPROVED



**MS. S. MAASDORP
ACTING HEAD OF DEPARTMENT - ECD&E**

15/10/2024

DATE