education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho
First Floor, East Wing,
Private Bag X2044,
Mmabatho 2735
Tel.: (018) 388-3429/33
e-mail: sgedu@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Enquiry: Mr MS Tutubalang
Tel no: 018 388 2215
Ref: EDU 07/25 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 07/25 NW APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE CONSTRUCTION OF AN AUTISM SCHOOL AT ZEERUST- GRADE 8GB

1. You are hereby invited for appointment of a management contractor for the construction of an autism school at Zeerust
2. The conditions contained in the General Conditions of contract (GCC), i,e **Annexure "A"**) and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**

5. Bidders should complete the attached pricing schedule and submit it with the bid document

6. All bid documents should be completed, signed and sealed in an envelope and deposited in the **bid box is situated at Department of Education, Garona Building, East Wing Entrance, Ground Floor next to CFO's Office.**

6.1 The following information should be clearly marked on the same sealed envelope:
Tender No. **:EDU 07/25NW**
Closing Date **:21 August 2025**
Closing Time ***:11H00***

6.2 **Compulsory Briefing Session: Virtual**
Date : 07 August 2025
Time: 11:00

7. All enquiries pertaining specification can be directed to Mr MM Mollootimile at the following Email address **mmollootimile@nwpg.gov.za Tel no: 018 388 1802**

8. For details for obtaining the bid documents: **Ms Tshiamo Keetile** at the following Telephone number: **(018) 388 4091/2512** during working hours.

9. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.

10. This Bid Documents are ONLY available for download on E Portal. (www.etenders.gov.za)

11. The Department of Education reserves the right to accept any tender in whole or in part and does not bind itself to accept the lowest or any tender.

CONDITIONS TO BID

"This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified.

The bidder also agrees that the financial standing of the tendered may be examined as part of the inspection.

NOTE:

- **The validity period is ninety (90) days and it is calculated as from the closing date of tenders.**
- **All tender price/s should be VAT inclusive**

.... 31/07/2025

Mr S POOE **DATE**

Acting Chief Financial Officer

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE CONSTRUCTION OF AN AUTISM SCHOOL AT ZEERUST

REF NO.: EDU 07/25 NW

PREPARED BY:
North-West Education Department

SCM / Technical Enquiries: Mr MM Mollootimile

E-mail: mmollootimile@nwpg.gov.za

Closing date: 21 August 2025

BIDDER: ....

MANAGEMENT CONTRACTOR: ....

CSD NO: ....

TEL: ....

E-MAIL ADDRESS: ....

Bid Document to Procure a Management Contractor. This document contains the Term of Reference, the Bid Data, the Returnable Documents and Special Condition of Bid.

Contents

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORT-WEST EDUCATION DEPARTMENT						
BID NUMBER:	**EDU 07/25 NW**	**CLOSING DATE:**	**21 August 2025**		**CLOSING TIME:**	**11:00**
DESCRIPTION	**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE CONSTRUCTION OF AN AUTISM SCHOOL AT ZEERUST**					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*						
The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**				
CONTACT PERSON	**Ms T Keetile**	CONTACT PERSON	**Mr MM Mollootimile**			
TELEPHONE NUMBER	**018 388 4091/2512**	TELEPHONE NUMBER	**018 388 1802**			
FACSIMILE NUMBER		FACSIMILE NUMBER				
E-MAIL ADDRESS	**tkeetile@nwpg.gov.za**	E-MAIL ADDRESS	**mmollootimile@nwpg.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:		

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ 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

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.4 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.

2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

Part T1: BIDDING PROCEDURES

North-West Education Department

REF NO.: EDU 07/25 NW

T1.1 Tender Notice and Invitation to Submit Tenders

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE CONSTRUCTION OF AN AUTISM SCHOOL AT ZEERUST

The North-West Education Department (NWED) hereby calls for CIDB registered Contractors **(Grade 8 GB and higher)** suitably qualified and experienced to manage contractors in terms of the NEC 4 Engineering and Construction Contract (ECC) Option F: Management Contract. The successful bidder will be appointed to manage the construction of Autism School at Zeerust.

These contracts will be managed by a project manager appointed by the NWED. The cost on which the claims are based will be evaluated by a quantity surveyor also appointed by the NWED.

The CIDB Standard Procurement Procedure that will be used is the PP3 Competitive negotiation procedure more specifically PP3B Open competitive negotiations. The CIDB Standard method for procuring different categories of engineering and construction works contracts will be used is the Management contractor / Construction Management type of contracting strategy. The evaluation method is functionality/ quality, price and specific goals. The leading management contractors after the evaluation will be required to enter a negotiation process for pricing. The Department will appoint one (1) contractor after the negotiation process.

Notes to bidders:

a) This Request for Tenders (RFT) does not constitute an offer or recommendation to enter such transaction.
b) The NWED reserves the right to amend, modify or withdraw this RFT if deemed necessary.
c) Neither the NWED nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a bid in response to the tender.
d) No entity may be involved, whether directly or indirectly, in more than one bid in response of this RFT. A failure to comply with this requirement will result in disqualification of the relevant entity.
e) The NWED and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
f) All Bids submitted to the NWED will become the property of the NWED and as such will not be returned to the Bidder unless received after the closing date and time. The NWED will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid.
g) Evaluation of bids will be carried out by a Bid Evaluation Committee (BEC). If necessary, the Evaluator(s) will contact Bidders to seek clarification of any aspect of the bid.
h) The validity period of this bid is 90 days.
i) The contract is valid until the project has reached practical completion.

j) All bids must be formulated and submitted in accordance with the requirements of this RFT.
k) The Contractor will be required to sign confidentiality contracts with the NWED.
l) Please note that Bid Offer is synonymous to Request for Tenders in this document.
m) Please note that Employer is synonymous to Client in this document.
n) Contractors prohibited from doing business with the state, by any statutory body or department, will under no circumstances be considered.

DISCLAIMER

The NWED reserves the right not to appoint a Contractor and will not provide reasons for the rejection of any proposal unless it is requested in writing.

Tender documents must be downloaded from the NWED website and National Treasury e-tender portal on the following link: https://www.education.gov.za/Tenders/AdvertisedTenders.aspx and www.treasury.gov.za.

All Enquiries may be addressed in writing by no later than the end of business **10 working days** before the closing date of **the tender.** The NWED response to bidders will be no later than **7 working days** before the closing of the tender. All responses will be published on the above-mentioned websites (e-tender, i-tender,). No direct responses will be made to individual bidders.

T1.2 BID DATA

T1.2.1 Background

The North-West Education Department (NWED) is committed to providing quality education and ensuring its citizens' socio-economic development and well-being. The Department recognises the critical role of service delivery in achieving these objectives: providing basic education and constructing and maintaining educational facilities.

Mandate and Challenges:

The NWED has a constitutional mandate to provide quality education to learners in South Africa. This mandate includes the provision of infrastructure that creates a learning environment that is suitable and conducive to better educational opportunities. However, the Department has encountered numerous challenges in fulfilling this mandate.

The challenges include:

- Timely completion: The NWED has faced difficulties in ensuring the timely completion of infrastructure projects, leading to delays in providing essential education facilities to communities.
- Quality of deliverables: The Department has encountered issues regarding the quality of infrastructure deliverables, which may affect the functionality and safety of educational facilities.
- Cost-effectiveness: Providing the necessary infrastructure within allocated budgets has been a challenge for the NWED, requiring careful financial management and efficient use of resources.
- Budget constraints: Insufficient budget allocations have further complicated the provision of education infrastructure, hampering the Department's efforts to meet the demands of growing student populations.
- Audit findings: Implementation of infrastructure projects has resulted in a range of audit findings, highlighting the need for improved project management and accountability.

Improving the Situation:

The NWED aims to establish agreements with Management Contracts to ensure a streamlined and efficient process for undertaking energy-related works in the North-West. By selecting experienced contractors, the Department seeks to leverage their expertise and experience to enhance project outcomes and address the abovementioned challenges.

The tender process:

The Employer intends entering a contract with a single contractor, following a competitive 4-stage selection process.

- Stage 1: Eligibility
- Stage 2: Functionality/Technical Requirements
- Stage 3: Price and Preference
- Stage 4: Risk Assessment and Fee Negotiation

Stage 4 will only be available for the top three (3) contractors according to the functional evaluation. The Department may request information to ensure that the contractors can support the cashflow and financing and may require the submission of further evidence for the risk assessment.

The successful bidder will only receive projects within the financial limitations of their CIDB grading. The contractor will be appointed using the NEC 4 Engineering and Construction Contract (ECC) Option F: Management Contract. The management contractors are responsible to contract professional services as needed, purchase materials, and appoint subcontractors.

The subcontracting goals will be subject to the negotiation where work will be subcontracted to local subcontractors (Subcontractors need to be specialised in accordance with the scope of work that is subcontracted to them. Subcontractors must be CIDB registered) and local suppliers to be used if economical. Local in this context of this Tender means from the local municipality where the project is located. If not feasible the search must be expanded for subcontractors from the district and only thereafter subcontractors from the province. The CIDB B.U.I.L.D programme is to be followed as per the standard of developing skills through infrastructure contracts (Gazette no. 48491 or latest if applicable). CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017 must be followed. The aim is to develop competency of site managers and construction managers on site amongst the people employed from the local community. Additional information added at **Pricing for Contract Skills Development Goal** and **C3.5 Targeted Enterprise Development.**

Education Facility Management System (EFMS):

The Education Facility Management System (EFMS) is the system utilised by the North-West Education Department (NWED) to capture school infrastructure information which replaces the National Education Infrastructure Management System (NEIMS) which was previously used. The system assists the NWED in monitoring the progress made in provisioning of infrastructure to the schools and assists in identifying shortages or backlogs of infrastructure needed at schools. The successful management contractor is expected to use this system for monitoring and reporting.

T1.2.2 Bid Details

Bid Data (including special conditions of Bid)

The conditions of the Bid are the Standard Conditions of the Bid as contained in the CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000, read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33 refer to www.cidb.org.za).

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of the Bid. Each data item below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
C.1.1	The employer is the **Northwest Education Department (NWED)**
C.1.2	The Bid Documents issued by the Employer comprise the following documents: **THE BID** **Part T1: Bidding procedures** T1.1 - Bid notice and invitation to bid T1.2 - Bid Data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Contracts and Contract Data** C1.1 - Form of offer and acceptance C1.2 - Contract data **Part C2: Pricing data** C2.1 - Pricing instructions **Part C3: Indicative Scope of work** C3 - Indicative Scope of work
C.1.4	The employer's agent will be confirmed if your company is appointed for the project.

C.1.6	**Appointment for the project** Only one (1) successful management contractor will be appointed for this project. The Department does not guarantee any additional work because a management contractor has been appointed to this project. Each contractor is to adhere to the latest Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette (No. 48491 or latest) for engineering and construction works. Subcontractors are included in skill development thus; they may be used to adhere to the latest Standard for Developing Skills through Infrastructure Contracts. All requirements are to be planned by the Contractor within 30 days from the allocation of works and must be approved by the Client. Any changes to the approved plan must be approved by the Client. Compliance will be required per group of projects if multiple projects are grouped together and not the individual projects within the group. **Pricing Strategy and Contracting** • Price as a percentage of contract value must be tendered and later negotiated. • NEC 4 Engineering and Construction Contract (ECC) Option F: Management Contract will be used for the implementation of project.
C.1.6.3	A two-envelope procedure will not be followed.
C.2.1	Eligibility / Administrative compliance: For a tenderer to be administrative compliant information is required on the bidding entity, the professionals that take accountability for the service as well the status and type of registration of the professional and the status of the contractor's registration with the CIDB. The bidder must also provide additional information pertaining to the bid and company that is administrative in nature.
C.2.9	The employer does not provide any insurance with the tenderer responsible for all insurance to cover full requirements in terms of the conditions of contract identified in the contract data.
C.2.12	Alternative offers are not applicable.
C.2.13	**The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department**.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable **black** ink.
C.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, electronic mail and late bid offers **WILL NOT** be accepted.
C.2.15	**The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.** **Closing Date : 21 August 2025** **Time : 11:00**
C.2.16	The bid offer is valid for 90 days.

C.3.3	Late tender offers **will not** be accepted.
C.3.4	Bids will not be opened in public.
C.3.11	**Quality/functionality/technical evaluation will be applicable refer to T1.2.3 for details.**
C.3.12	The employer does not provide any insurance with the tenderer responsible for all insurance to cover full requirements in terms of the conditions of contract identified in the contract data.
C.3.13	The employer reserves the right to award the contract in whole or in part to the successful bidder or not to award the bid at all.

T1.2.3 Evaluation Procedure

Bid evaluation will be conducted as per the stages below:

Stage 1:

Eligibility of Contractors

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all compulsory returnable documents to qualify for stage two (2) of the evaluation process. Failure to submit any of the compulsory returnable documents may lead to disqualification.

The compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of relevant documents shall be submitted in original and not older than 6 months from the closing date.

1. SBD 1: Invitation to Bid – **Compulsory**
2. Authority to Sign this Bid. - **Compulsory**
3. Notarised Joint Venture Agreement or Consortium Agreement **where applicable**
4. Central Supplier Database (CSD) **- Non-Compulsory**
5. Valid proof of registration with the CIDB. **Grade 8GB Compulsory**
6. Personnel must be professionally registered with the relevant Council (SACAP, ECSA, SACQSP, SACPCMP, SACPLAN, SACNASP, SAGC, and SACLAP). - **Compulsory**

The following documents must be returned with the tender:

1. SBD 4: Bidder's disclosure
2. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
3. Record of Addenda to Tender Documents
4. CVs, Qualifications, Certifications, and copies of ID

Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders that score 60 % or more on each noted criterion (A1, B1, B2 & C1) and 75 points as the minimum functionality threshold for all criteria will qualify.

Table 1 below, specifies in detail the functionality/technical criteria to be considered under the evaluation.

Table 1: Summary of Functionality / Quality Criteria

Functionality Criteria		**Points Allocation**	
A1	Experience of the contractor on previous projects of a similar nature	30	30
B1	Qualifications of the personnel	20	40
B2	Experience of personnel (General)	20	
C1	Approach paper	30	30
	TOTAL POINTS	**100**	

Only bidders that score 60 % or more on each noted criterion (A1, B1, B2 & C1) and 75 points as the minimum functionality threshold for all criteria will qualify.

A. EVALUATION SCHEDULE: CONTRACTOR'S EXPERIENCE (30 points)

A schedule of **completed** contracts of diverse nature (discipline bidding for) in relation to building construction works. The following details **must** be included in the schedule, and to score points, bidders are required to submit Letters of Appointment, Reference Letters, and final certificate of completion or forms **(T2.B1 &T2.B2)** signed by the client related to the specific projects. The Reference Letter should include the following information:

- Full description of the project
- Service rendered (Stages involved)
- Name of Employer/client and their representative contact details (Full Name/E-mails/Telephone)
- Cost of the works
- Project Commencement date
- Completion Date of &;
- Duration of the project

A1 - Contractor's Experience on Similar Projects (Autism Schools) (30 points) Projects can be submitted for each criteria and will be scored accordingly, e.g. (1 > R 70m = 10) + (1 > R50m = 9) + (1 > R40m = 7) gives a total of 26 points out of 30 for the bidder.)	
Sub Criteria	**Points Awarded**
Bidder has managed and/or executed and completed **3 projects** to the value of R70m and above for each project **(10 points per project)**	**30**
Bidder has managed and/or executed and completed **3 projects** to the value of R50m – R70m **(9 points per project)**	**27**
Bidder has managed and/or executed and completed **3 projects** to the value of R40m – R50m **(7 points per project)**	**21**
Bidder has managed and/or executed and completed **3 projects** to the value of R1m – R40m **(5 points per project)**	**15**
No submission	**0**

B. EVALUATION SCHEDULE: KEY PERSONNEL (40 points)

Provide information on the individuals with qualifications, skills, and experience of one key resource:

- Relevant Qualifications (bidders are to include copies of the relevant qualifications of key individuals signed by the owner of the qualification)
- Relevant registration with professional bodies (bidders are to include copies of the relevant registration certificates of individuals signed by the owner of the professional registration)
- Detailed CVs for each member of the team noting their specific post registration relevant project experience, project description, role and responsibility and project value. Refer to Returnable document **(T2.B3.1, T2.B3.2 and T2.B4)**
- Maximum of one (1) qualification per competency must be submitted and will be evaluated.
- If more is submitted, all will be evaluated and the worst 1 selected.
- If personnel are not available for any project due to other commitments the Management Contractor is to replace the resource with an equivalent or better resource and must be approved by the Client.
- Management contractors may collaborate or partner with professional firms to access professional resources. Contractors should engage professionals only after receiving and accepting a task order, following the relevant procedures. An agreement of the associated group will be acceptable for the tender. The agreement must be added under **T2.A2** - Notarised Joint Venture Agreement or Consortium Agreement in addition to the Joint Venture - or Consortium Agreement.
- Project Managers may also be approved via the following qualifications:
  - Project Management Professional (PMP)
  - Project Management Institute Construction Professional (PMI-CP)
  - Bachelors of Engineering (BEng) (Only with relevant experience)
  - Engineering Management degrees of NQF level 8 and above
- The point allocation in the first/second column of B1 under qualifications (Bachelor's degree(NQF L8 and above/NQF L7)) may be made for such project managers. PMP and PMI-CP may receive the point allocation of the second column.

B1 - Qualifications of proposed key personnel (20 points)				
Name of Proposed Key Personnel	**Qualifications (100 points)**			
	Bachelor's degree (NQF L8 or above)	**Bachelor's degree** (NQF L7)	**Diploma** (NQF L6-7)	**Not submitted**
Professional Civil Engineer	8	4	3	0
Professional Quantity Surveyor	8	6	4	0
Procurement specialist	7	6	5	0
Construction Project Manager	8	6	4	0
Health and Safety officer	6	5	4	0
Professional Architect	7	5	3	0
Professional Mechanical Engineer	7	3	2	0
Professional Electrical Engineer	7	3	2	0
Professional Geotechnical Engineer	7	3	2	0
Professional Town and Regional Planner/Urban and Regional	7	5	3	0

Planner				
Professional Geohydrologist	7	5	3	0
Professional Environmental Practitioner	7	5	4	0
Professional Land Surveyor	7	5	4	0
Landscape Architect	7	5	4	0
			Maximum points	**100**
			Maximum Weighted Points	**20**
The **Maximum points** will be divided by five (5) to determine the **Maximum Weighted Points**.				

B2 - Experience of proposed key personnel (General, 15 points)				
Name of Proposed Key Personnel	**Experience of proposed key personnel (100 points)** Professional experience is only valid post-registration to the relevant council.			
	10+ Years	**Between 5-9 Years**	**Between 1-4 Years**	**Not submitted**
Professional Civil Engineer	8	6	3	0
Professional Quantity Surveyor	8	6	3	0
Procurement specialist	7	6	4	0
Construction Project Manager	8	6	4	0
Health and Safety officer	6	5	3	0
Professional Architect	7	6	4	0
Professional Mechanical Engineer	7	6	3	0
Professional Electrical Engineer	7	6	3	0
Professional Geotechnical Engineer	7	6	3	0
Professional Town and Regional Planner/Urban and Regional Planner	7	6	3	0
Professional Geohydrologist	7	6	3	0
Professional Environmental Practitioner	7	6	3	0
Professional Land Surveyor	7	6	3	0
Landscape Architect	7	6	4	0
			Maximum points	**100**
			Maximum Weighted Points	**20**
The **Maximum points** will be divided by five (5) to determine the **Maximum Weighted Points**.				

The following resources must be on site from the start of construction:

- Construction Project Manager
- Health and Safety Officer
- Local community liaison officer

- Social facilitator

All resources must be available to meet or be on site when required by the Client. Site meetings must be done on site (Virtual meetings are not allowed).

C. EVALUATION SCHEDULE: APPROACH (30 points)

The Approach paper should have a maximum page count of 5.

C1 - Approach Paper (30 points)		
Evaluating Point	**Assessment Criteria**	**Maximum allocated point(s)**
Approach paper		**30 points**
Methodology to be adopted	Program knowledge (2), informative appropriateness of proposed approach (2) and presentation (2)	6 points
Staffing schedule with organogram for the proposed project team	Provided all key professionals (3) and linked according to the job responsibilities (3)	6 points
Project implementation Risks and Risk Management proposal	Adequacy of understanding of program risks (3) and appropriateness of mitigation options (3)	6 points
Quality control mechanism be adopted	Provision of qualified personnel (2), adequacy of process (2) and appropriateness of proposed template (2)	6 points
Stakeholder management and reporting	Explained explicitly (2) and adequacy of process (2) and appropriateness of proposed measures (2)	6 points
Where the assessment criteria consist of more than one item, individual assessment criteria have points denoted in brackets. Points will be awarded based on these items.		

Only bidders that score 60 % or more on each noted criterion (A1, B1, B2 & C1) and 75 points as the minimum functionality threshold for all criteria will qualify.

Stage 3: Price and Preference

- An upliftment fee must be tendered and later in the process negotiated.
- Preference points that are claimed must be substantiated by proof.

Stage 4: Risk Assessment and Fee Negotiation

Risk Assessment

The risk assessment will be done to ensure the contractor can handle the cashflow requirements of the projects envisioned managerial responsibilities of the project. This is done through the criteria of cash reserves, CIDB grading and previous experience. Reference checking with previous clients on cashflow management, contractors bank rating, and/or credit rating may be done and/or verified. Management Contractors may be required to provide cashflow guarantees to one-sixth (1/6) their CIDB rating. The risk assessment will be updated before allocation of a task order for contractors on the framework.

Procedure for Negotiation

The tendered fee will be negotiated in a competitive manner.

Step 1: Tenderers/Bidders will be invited to present their methodology to the Tender Evaluation Committee (BEC) outlining their activities, pricing proposals and risk mitigation actions.

Step 2: The BEC will standardise the responses by requesting shortlisted bidders to exclude or include any activities that is considered non-essential or essential from each bidder. This must be sent to all shortlisted bidders in writing. Bidders will be allocated 5 working days to respond. Please note that while bidders may change their methodology to include all elements of the requested by the BEC but is not allowed to change the fees offered by the bidder at this point.

Step 3: Revised tender responses will be received by the procurement section and prepared for the tender evaluation committee.

Step 4: The tender evaluation committee will review responses and where bidders are not responding to the requested activities, such bidders will be eliminated from the negotiation process.

Step 5: All bidders that are successful after step 4, will be requested to submit a revised pricing proposal indicating why the revisions to their methodology has resulted in an increase or decrease in the tendered fees.

Step 6: The tenderers must then again present the new proposal to the BEC, and the tender evaluation committee will negotiate the fee percentage.

Step 7: The top bidder which accepts the lowest fee will be accepted.

Procedure for Appointment of Management Contractors

Step 1: The Management Contractor must submit the signed special contract conditions, and a legally purchased relevant NEC 4 contract initialled on each page to the department. (Note that once initialled the relevant NEC 4 contract must be lodged with the department, thereafter only the specials conditions of contract need to be submitted.)

Step 2: The contract must be signed by the Department according to delegation. The contract will only be valid when signed by the department.

Step 3: The management contractor must determine the costing of the work packages on their own to be negotiated against the costing done by the Project Manager/Departmental representative. The work package negotiations must be done at each stage gate of the project. The negotiations are done towards the targeted cost principle (In figure below. Also refer to the CIDB practice note 27).

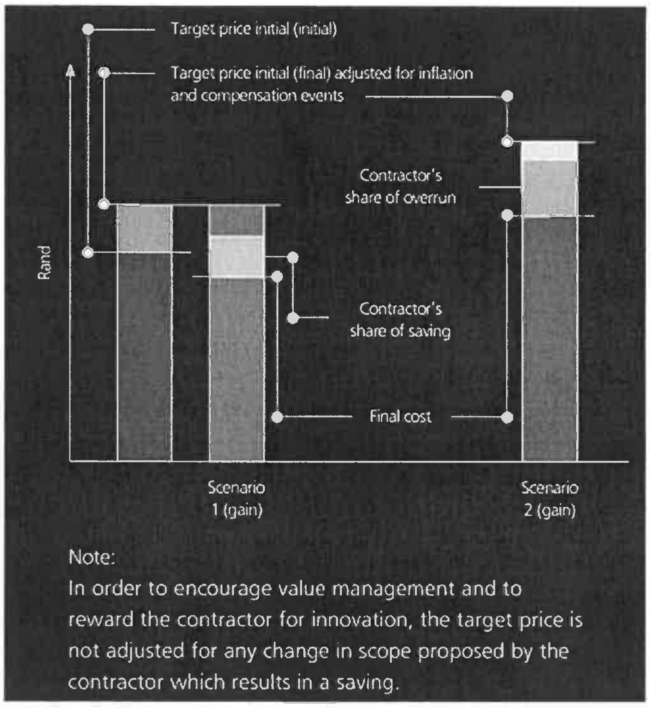


Figure 1: CIDB targeted cost.

Part T2: RETURNABLE DOCUMENTS

T2.A "Compulsory Returnable Documents"

The bidders shall submit Commercial Documents.

ITEM	DESCRIPTION OF COMPULSORY RETURNABLE DOCUMENT	YES /NO
T2.A1	Fully completed and signed SBD1: Invitation to bid	
T2.A2	Authority to Sign this Bid	
T2.A3	Notarised Joint Venture Agreement or Consortium Agreement where applicable	
T2.A4	Valid proof of registration with the CIDB	
T2.A5	Fully completed and signed SBD4: Bidder's Disclosure	
T2.A6	Fully completed and signed SBD 6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
T2.A7	Record of Addenda to tender documents (if applicable)	

T2.B List of other documents, including Technical Returnable Documents

The technical returnable documents are required for bid evaluation purposes (Note: If any of the below is not supplied, it will result in the bidder not scoring points for such documents)

The table below lists other documents required, including those required for technical returnable documents that the bidders should submit. If any of the below documentation is not supplied, it may lead to the immediate disqualification of the bidder.

ITEM	TECHNICAL RETURNABLE DOCUMENTS	YES /NO
T2.B1	Contractors Experience on Execution of Projects	
T2.B2	Appointment Letters, Final Certificates of Completion, and Client Reference Letter	
T2.B3.1	Key personnel: Curriculum Vitae of key personnel – Key Resource	
T2.B3.2	Participation Confirmation Letter	
T2.B4	Recently certified copies of IDs, Experience, Certified Copies of Qualification and Professional registration	

Part T2.A RETURNABLE SCHEDULE

Important note to Bidder: The relevant supporting documents to the organisation biding, i.e., Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney were applicable, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.A, must be inserted here.

INSERT HERE

T2.A1 AUTHORITY TO SIGN A BID

Fill in the relevant portion applicable to the type of organisation.

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors

On date: ..../.......... /20..........

Mr/Mrs... (Whose signature

appears below) has been duly authorised to sign all documents in connection with this bid on

behalf of (Name of Company) ....

IN THEIR CAPACITY AS: ....

SIGNED ON BEHALF OF THE COMPANY: ....(PRINT

NAME) **DATE**: ....

B. SOLE PROPRIETOR (ONE-PERSON BUSINESS)

I, the undersigned..., hereby confirm that I am the

sole owner of the business trading as .... on

date ....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:
We, the partners in the business trading as.. ,

hereby authorise .... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of:

Full name of partner	Residential address	Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid and the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on .... 20........... at ....

Mr/Ms..., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) ....

SIGNED ON BEHALF OF CLOSE CORPORATION: ....
(PRINT NAME)

IN THEIR CAPACITY AS: .... **DATE:** ....

SIGNATURE OF SIGNATORY: ....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on .... 20....... at....................................

Mr/Ms..., whose signature appears below, has

been authorised to sign all documents in connection with this bid on behalf of (Name of co-

operative)...

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

....

IN THEIR CAPACITY AS: ....

DATE: ....

SIGNED ON BEHALF OF CO-OPERATIVE: ....

NAME IN BLOCK LETTERS: ....

F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise
Mr/Ms..,
authorised signatory of the Company...
acting in the capacity of lead JV partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANISATION...

ADDRESS:...

....

DULY AUTHORISED SIGNATORY NAME ....

DESIGNATION:..

SIGNATURE .... **DATE:**............................

T2.A2 NOTARISED JOINT VENTURE AGREEMENT OR CONSORTIUM AGREEMENT WHERE APPLICABLE

Attached hereto is a signed certified copy of our notarised Joint Venture Contract. At least one entity in the joint venture or consortium must be a Grade 8 GB or above CIDB contractor.

(Attach the notarised joint venture contract here)

T2.A3 VALID PROOF OF REGISTRATION WITH THE CIDB

T2.A4 SBD 4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? ☐ YES / ☐ NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

....

....

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

2.3 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 DECLARATIONS

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

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

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

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

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

………………………………	………………………………
Signature	Date
………………………………	………………………………
Position	Name of bidder

[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.

T2.A5 SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	[redacted]	[redacted]	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)
51%+ Women owned	3			
51%+ Black owned	2			
51%+ Youth owned	2			
Enterprises Located in North West Province	1			
51%+ Disability owned	2			
MAX POINTS	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………

DATE: ………………………………………………

ADDRESS: ………………………………………………………………

………………………………………………………………

T2.A6 RECORD OF ADDENDA TO TENDER DOCUMENTS (IF APPLICABLE)

I / We confirm that the following communications amending the bid documents that I / we received from Department of Basic Education or his representative before the closing date for submission of bids have been taken into account in this bid. Addenda to be attached with tender documents is compulsory.

ADDENDUM No.	**DATE**	**TITLE OR DETAILS**

Attach additional pages if more space is required.

TENDERES NAME: ______________________________

TENDERES ADDRESS: ______________________________

PRINT FULL NAMES: ______________________________

Position: ______________________________

______________________ ______________________

SIGNATURE DATE

(Duly authorised to sign on behalf of the tenderer)

Part T2.B TECHNICAL RETURNABLE DOCUMENTS

EVALUATION OF QUALITY /FUNCTIONALITY

T2.B1 CONTRACTOR'S EXPERIENCE ON EXECUTION OF PROJECTS

The Bidder shall provide a schedule of completed contracts of diverse nature (discipline bidding for) in relation to building construction works. The following details must be included in the schedule and to score points bidders are required to submit Letters of Appointment and Reference Letter or form signed by the client related to the specific projects.

PROJECT NAME	PROJECT DESCRIPTION	EMPLOYER DETAILS			PROJECT VALUE (Including VAT)	START DATE	COMPLETION DATE
		NAME	TELEPHONE	E-MAIL			
A							
B							
C							
D							
E							

Evaluation Template – Project Reference Forms

Project Title:	
Project Number:	

NOTE: This returnable document must be completed by the person who was the Project Manager on a project of similar value and complexity that was completed successfully by the Contractor.

I,____ (name and surname)

of ____(company name)

declare that I was the Project Manager on the following building construction project successfully executed

by ____(name of Contractor)

Project name:____.

Project location:____.

Full Project Description: ____

Service rendered (Stages involved):____

Project Commencement Date:____________________ Completion Date:____________________

Construction period:______________________________

Contract value:____

A Please evaluate the performance of the Contractor on the abovementioned project, on which you were the principal agent/Project Manager, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc.					
Total					

B Would you consider / recommend this Contractor again?

YES	NO

C Any other comments:

D My contact details are:

Telephone:____________________ Cell phone:____________________

Fax:____________________

E-mail:____

Thus, signed at ______________________________on this _____________day

of___________20____

____
Signature of Project Manager

Company Stamp

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the Contractor to put referees who are reachable.

Name of Contractor:____

Make as many copies of this page as required.

T2.B2 APPOINTMENT LETTERS, FINAL CERTIFICATES OF COMPLETION, AND CLIENT REFERENCE LETTER

Complete the NWED Reference form for at least 3 projects submitted above as completed. Only full signed forms by the client or client's letter containing the required information in the form will be accepted.

T2.B3.1 KEY PERSONNEL: CURRICULUM VITAE OF KEY PERSONNEL – KEY RESOURCE

(Comprehensive CVs, certified copies of qualifications, registration certificates and ID's for key personnel are required and must be attached in order to score points)

Name:		**ID No.:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (Contractor):		
Current position:		**Years with Contractor:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

....

SIGNATURE OF THE INCUMBENT IN THE SCHEDULE   DATE

T2.B3.2 PARTICIPATION CONFIRMATION LETTER

Tender No: .... – Letter of confirmation to participate in the above tender and inclusion as part of the proposed team.

I...with ID No: ....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate in the project in a capacity as ....with Professional registration number .... and will be available to service the programme, my time available in percentage is ....%

Should I not be able to carry out my duties during the appointment I will personally advise The North-West Education Department and withdraw my participation in writing with reasons why I am withdrawing.

Should it be found that I made this submission in false pretence The North-West Education Department will take action against me in my professional capacity and further report me to the relevant professional body for misconduct.

....

Signature of participant   Date

Form to be completed by each team member - **Failure to submit this form for all team members may result in the bidder not being considered and may be disqualified.**

In the event of a change of personnel the North-West Education Department reserves the right to scrutinise the appointment of any resource replacement.

T2.B4 RECENTLY CERTIFIED COPIES OF IDS, EXPERIENCE, CERTIFIED COPIES OF QUALIFICATION AND PROFESSIONAL REGISTRATION

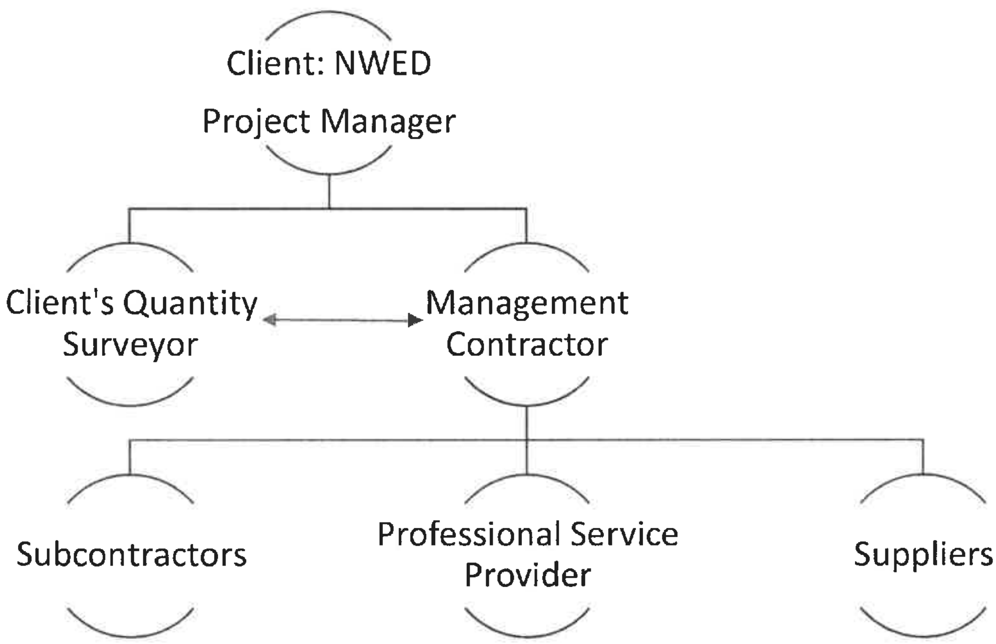
(Certified copies not older than 6 months of qualifications and professional registration of the above personnel to be attached here)

Part C1: CONTRACT

C1.1 Bid Contract Data

The Contractor is advised to read the NEC 4 Engineering and Construction Contract (ECC) Option F: Management Contract which is the current applicable contract used for Management Contractors. The successful contractor must purchase an provide a copy of the contract to the Client.

Contractors must take cognisance of the roles of the other professionals that might be involved on the project.



Roles:

- **NWED:** This is the client that will appoint a Project Manager and Quantity surveyor.
- **Project Manager:** The Project Manager will manage multiple Management Contractors to ensure the relevant work is completed by the expected dates and to handle any issues on behalf of the Department.
- **Client's Quantity surveyor:** The Quantity surveyor will assess and if approved will certify all claims and payment certificates for the project.
- **Management Contractor:** The Management Contractor is responsible to complete the works using subcontractors, professional service providers and suppliers.
- **Subcontractors:** Subcontractors are responsible for any works allocated to them by the Management Contractor.
- **Professional Service Providers:** The Professional Service Providers may be responsible for assisting the Management Contractor in making informed decisions, designs and achieving project goals, by providing specialized expertise and guidance.
- **Suppliers:** Provide goods to the Management Contractor as required.

Part C2: PRICING DATA

The management contractor tenders a Fee (Percentage [%]) and is paid on a cost reimbursable basis i.e., **Defined Cost** uplifted by the Fee percentage. The management contractor is responsible for supplying management services. The management contractor's Fee will increase if subcontractors' prices (part of **Defined Cost** to the contractor) increase due to compensation events. However, the contractor will not receive separate payment for the work in dealing with compensation events and will not receive any additional Fee for work on compensation events which does not lead to an increase in subcontractors' prices. The **Defined Cost** include amongst others the supply and delivery of goods, materials, equipment and plant to a delivery place, the provision of professional services and the management and provision of a service to support the work of an Employer's Construction Unit or for an affected property for a period. Such works will also be undertaken based on **Defined Cost** uplifted by the Fee.

Defined Cost is

- the amount of payments due to Subcontractors for work that is subcontracted without asking account of amounts paid to or retained from the Subcontractor by the Contractor which would result in the Client paying or retaining the amount twice and
- the prices for work done by the Contractor

less Disallowed Cost.

Disallowed Cost is cost which

- is not justified by the Contractor's accounts and records,
- should not have been paid to a Subcontractor or supplier in accordance with its contract,
- is a payment to a Subcontractor for:
  - work which the Contract Data states that the Contractor will do itself or
  - the Contractor's management.
- was incurred only because the Contractor did not:
  - follow an acceptance or procurement procedure stated in the Scope,
  - give an early warning which the contract required it to give or
  - give notification to the Project Manager of the preparation for and conduct of an adjudication or proceedings of the tribunal between the Contractor and a Subcontractor or supplier.

And the cost of preparation for and conduct of an adjudication, or payments to a member of the Dispute Avoidance Board or proceedings of the tribunal between the Parties.

The Price for Work Done to Date is the total Defined Cost which the Project Manager forecasts will have been paid by the Contractor before the next assessment date plus the Fee. The Prices are the forecast of the total Defined Cost for the whole of the works plus the Fee.

The Defined Cost will be negotiated on the Targeted Cost Concept as defined in CIDB Practice Note #27.

In the table below a percentage Fee **<u>must</u>** be quoted by the Contractor for projects with different possible costs associated with the project. This will be used as the basis for the negotiation whereafter the agreed fees for any project will be used for a given task order to the Management Contractor.

Percentage Fee Quoted for task orders.

Cost of project	R60m-R200m	Above R200m
Percentage Fee quote [%]		

These values will automatically adjust as the CIDB adjusts them.

Pricing for Contract Skills Development Goal:
The contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard.

The contractor shall determine the CSDG, expressed in Rand, which shall not be less than the sub-total multiplied by a percentage (%) factor given in Table 2 of the Standard for the applicable class of construction works. The Employer shall state the percentage (%) factor in the final task order after negotiations at the appointment stage dependant on the Class of Construction Works.

Table 2: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

The final task order
The contractor's attention is brought to the following:
The Employer shall include a line item under the Skills Development in the final task order described as "Minimum Contract Skills Development Goal (CSDG)" as illustrated in table 1.1 and 1.2 below:

To prevent a tender being non-responsive, the Employer shall bring to the Contractor's attention the required CSDG percentage (%) as prescribed in the final task order section. The percentage (%) factor multiplied by the sub-total of the tender amount will determine the minimum CSDG that needs to be achieved on the contract.

Table 1.1 Final Tender Summary – Contract Skills Development Goal Example

Item	Description	Percentage (%) Factor	Sub-total of Tender Amount	Amount (Rands)
16	Skills Development			
16.1	Minimum Contract Skills Development Goal (CSDG) sum = CE (0.25%) x Subtotal of the tender amount	0.25%	R60 000 000	R150 000

Table 1.2 Final Tender Summary – Example CE Class of Works

Item	Description	Unit	Rate	Quantity	Amount
	P&Gs				R10 000 000
	Concrete				R10 000 000
	Mechanical				R10 000 000
	Electrical				R10 000 000
	Landscaping				R5 000 000
	Civils				R15 000 000
	Sub-total				R60 000 000
	CSDG (0.25% factor)				R150 000
	VAT (15%)				R9 022 500
	Total Tender amount				R69 172 500

The Employer may determine the skills Methods to be implemented on the contract or the Employer may elect the contractor to determine the skills Methods to be implemented as per the Standard, provided the CSDG is achieved. The pricing for the skills Methods to be implemented is provided in Table 3 of the Standard for the applicable class of construction works.

Table 3: The notional cost of providing training opportunities per quarter.

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

In the example below:

Table 4. Example of the Application of the Skills Methods

Item	Description	Unit	Qty	Rate	Amount
1	Provision for stipends (unemployed learners) (P1 & P2 - Method 3)	Per quarter	3	R24 000	R72 000
2	Provision for Mentorship (P1 & P2 - Method 3)	Per quarter	3	R20 000	R60 000
3	Provision for additional cost (PPE, Medical assessment, course fees) (P1 & P2 - Method 3)	Per quarter	3	R4 500	R13 500
4	Provision for additional cost, employed learner (PPE, Medical assessment, course fees, assessment and monitoring) (Method 1)	Per quarter	1	R9 000	R9 000
16	Minimum CSDG sum = CE (0.25%) x Subtotal (R60 000 000) =R150 000				R154 000

Note the CSDG achieved on the contract must be equal to or higher than the minimum CSDG

Item 1 from Table 4 refers to the placement of one (1) unemployed learner that requires work placement in order to meet the P1 & P2 (Method 3) for the academic requirements to complete the qualification. The learner is placed for a period of 3 quarters (9 months) at R24 000 per quarter which will amount to R72 000.

Item 2 from Table 4 refers to the provision for mentorship of the P1 and P2 (Method 3) learners at R20 000 per quarter which amounts to R60 000 for 3 quarters (9 months).

Item 3 from Table 4 refers to the provision for additional cost as described in the Standard this amounts to R4 500 per quarter which amounts to R13 500 for 3 quarters (9 months).

Item 4 from Table 4 refers to the placement of one (1) employed learner in a skills programme (Method 1) for a period of 1 quarter (3 months) which makes provision for additional cost as described in the Standard this amounts to R9000 per quarter.

Item 16 from Table 4 refers to the total cost of placement of learners employing Methods 1 and 3 in the Standard which amounts to R154 000. In this example the planned CSDG amount is higher than the minimum CSDG of R150 000 as outline in Item 16 which complies with the requirements of the standard. In this case the employer shall agree with the contractor to the planned CSDG and pay the contractor accordingly.

The Employer shall use the same approach as above when determining the CSDG for other Methods as per the Standard.

Part C3: SCOPE OF PROJECT

C3.1 Management Contractor's Objectives

C3.1.1 The objective of this bid is to invite and appoint a suitable Contractor that can provide and maintain a service to the North-West Education Department (NWED) to successfully implement the construction administration and closeout of this project, i.e., management and closing out the project.

C3.1.2 The Contractor shall provide ***Project and Construction Management services as detailed in the Government Gazette of South African Council for the Project and Construction Management Professions (SACPCMP), applicable to the required service*** and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery project.

C3.1.2 The Contractor shall provide ***the Professional Services of a Civil Engineer, Quantity Surveyor, Architect, and other relevant professionals***.

C3.1.3 The Contractor shall provide suitably qualified, experienced personnel to undertake assignments relating to the delivery of the project as set out below as and when required during the Period of Performance.

C3.1.4 The contractor will be appointed for stages 1 to 6, depending on the project, and will be expected to perform all activities and submit all deliverables as described in the deliverables aligned to the Government Gazette.

C3.1.5 The Contractor will be appointed for the duration of the project, which incorporates any necessary project related extensions. Contractors are to note that once appointed, they will be expected to commence the work at possibly very short notices.

C3.2 General Requirements

C3.2.1 Services

The Services required shall generally be all ***"Standard services & Additional/ Supplementary Services"*** as defined in the Government Gazette/s for stages 1 to 6 (SACAP - 47019 or latest, ECSA – 44333 or latest, SACQSP – 39134 or latest, SACPCPM – 42697 or latest for the relevant professionals. All personal to ensure compliance with relevant Gazetted regulations), unless otherwise reduced in writing.

The Contractor shall be instructed by the Employer in writing to undertake specific assignments as additional services in terms of the contract as and when required during the contract period.

Management contractors are to compile and provide a sufficient Infrastructure Project Implementation Plan (IPIP) to be approved by the Client.

An appointment letter will be provided for the allocation of works.

Upon allocation of works, the management contractor will be required to submit a Professional Indemnity and relevant insurance covering the allocated works or twice your estimated fees, whichever is the highest. The NEC 4 Engineering and Construction Contract (ECC) Option F: Management Contract, together with the addendums and any other special conditions of the contract will be used. Contractors must ensure that they have adequate resources to undertake the work under stringent timeframes. Upon allocation of works the NWED reserves the right to ask bidders to replace any member/s of the proposed team if they do not meet the NWED requirements.

The project will be managed by the client project manager and cost will be verified and certified by a quantity surveyor appointed by the client.

The contractor is to adhere to the latest Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette for engineering and construction works. All requirements are to be planned by the Contractor within 30 days from the allocation of works and must be approved by the Client. Any changes to the approved plan must be approved by the Client. Large changes (more than 20%) will not be approved unless changes are due to updated regulations. The minimum percentage (%) goal used for the General Building (GB) class of works is applicable to this allocated work. Any cost associated to the percentage above the minimum may be denied by the Client.

Compliance with the Standard for Developing Skills (SDS) as per the government gazette 36760 of CIDB will be required if applicable. The client will allocate a provisional amount to cover the cost of the SDS, which may be adjusted during the project implementation in compliance with the Gazette.

C3.2.2 Location

Zeerust

C3.2.3 Project Programme

The Contractor shall prepare a detailed programme for the performance of the Service which shall be approved by the Employer. The programme shall be in sufficient detail to monitor the contractor's performance at the time of allocation of project/s.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

The contractor must ensure that all costs accruing towards the development of the school is fully accounted for. The contractor must also provide the Department with a comprehensive maintenance plan, component records and guarantees. In some cases, the contractor may be appointed to maintain the infrastructure for a period of up to twenty (20) years.

C3.2.4 Reporting Requirements and Approval Procedure

The Contractor shall submit monthly (Aligned with prescribed Phase deliverables and fixed time deliverables and dates) progress reports, cost reports, cash flows and labour reports on the agreed date over and above site and technical meeting minutes required by the relevant contract on the time that the project is allocated.

Notwithstanding any other requirements, the Contractor shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cash flow, variation orders, etc.), milestones, socio-economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges, and achievements.

C3.2.5 Safety

The Contractor shall provide all safety equipment as required for their staff and undertake all duties in conformance with the relevant OHS legislation.

C3.2.6 Use of EFMS

The Contractor must update the Employers software before undertaking the work. The Contractor shall at its costs convert data files to a format compatible with the Employers software if it chooses to utilise software different from that used by the Employer. No additional compensation will be considered for this activity. Professional and contractor invoices and progress certificates must be submitted through the EFMS. The result of the non-submission of invoices through the EFMS will result in non-payments. This will cause delays in payment to 3rd parties and may result in damages to the client and contractor.

C3.2.7 Local employment

The Management Contractor is required to employ a local community liaison officer and social facilitator at the start of the project.

Work will be subcontracted to local subcontractors (Subcontractors need to be specialised in accordance with the scope of work that is subcontracted to them. Subcontractors must be CIDB registered) and local suppliers to be used if economical.

C3.3 Use of reasonable skill and care

It will be expected of the Contractor to apply reasoning skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Contractor's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve the professional's responsibility for the proper and prompt execution of his duties.

During the assessment of any existing facilities, which may have a direct bearing on the assignment, the Contractor shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

C3.4 Compliances with standards and regulations

The implementation of works should be executed in compliance with:

- National Building Regulations and Building Standard Act
- Relevant SANS Standards
- Latest Minimum Uniform Norms and Standards for Public School Infrastructure
- Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA)
- Occupational Health and Safety Act 85 of 1993
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- Occupational Health and Safety Act 85 of 1993
- CIDB Act and its regulations
- PFMA and its regulations
- The approved North West Guideline for Autism schools

C3.5 Scope of Work

Autism School at Zeerust is medium combined special school in terms of South African Schools Act, 1996 (Act No. 84 of 1996) Regulations relating to the Minimum Uniform Norms and Standards for Public School Infrastructure. The approved North West Guideline for Autism schools must be followed.

The management contractor will be required to deliver all services including but not limited to:

- Acquisition of Land – the land was availed by the local traditional council and leader to the North West, the contractor must, through the Deputy Director Property liaise with the Department of Public Works to acquire the land for the purposes of the school.
- Survey, subdivide or consolidate land parcel into a single site for the school.
- Registration of land through the Department of Public Works in the name of the Northwest Province
- Planning for the development of a medium primary school for Autism. This includes geotechnical study to determine the geological conditions, hydrogeological analysis to determine the availability of water and position, conceptualise a site development plan for each site including all the facilities required for a medium size primary school for Autism in terms of the South African Schools Act, 1996 (Act No. 84 of 1996) Regulations relating to the Minimum Uniform Norms and Standards for Public School Infrastructure.
- Prepare preliminary design drawing for the facilities in line with the Site Development Plan and Minimum Uniform Schools Norms and Standards.
- Develop detailed design and construction drawing for the delivery of the school.
- Construct the school, ensure practical completion and handover of a fully functional facility to the North West Department of Education.
- Snag and complete the school for final handover and final account to be considered by the Department.

To manage assets, the contractor must ensure that all costs accruing towards the development of the school is fully accounted for. The contractor must also provide the Department with a comprehensive maintenance plan, component records and guarantees.

Approvals must be obtained in terms of the Framework for Infrastructure Procurement and Delivery Management in accordance with the major stage gates. Budget approvals will be done per stage gate.

Signed by: Mr M.S Tutubalang

Signed on the: 30/07/25

MAHIKENG

Reason: I approve this document

……………………………………

BSC-Chairperson

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

a. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

b. 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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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non- refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the North West Department of Education, Garona Building, Mmabatho

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

5. Use of 5.1 The supplier shall not, without the purchaser's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the purchaser in connection therewith, to any person other information; than a person employed by the supplier in the performance of the inspection. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

4.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

4.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

5 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.

6 Performance 7.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

6.2. 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.

6.3. 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:

6.3.1. 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

6.3.2. a cashier's or certified cheque

6.4. 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.

7 Inspections,

tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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.

1.2. 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 10.1 Delivery of the goods shall be made by the supplier in accordance with and documents the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.1. Documents to be submitted by the supplier are specified in SCC.

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

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

13. Incidental 13.1 The supplier may be required to provide any or all of the following services, including additional Services services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

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

18. Contract 18.1 No variation in or modification of the terms of the contract shall be amendments 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 21.1 Delivery of the goods and performance of services shall be made by supplier's the supplier in accordance with the time schedule prescribed by the performance purchaser in the contract.

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

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

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

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

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and (iv) the reasons for the restriction.

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

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

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

24. 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.

24.2. 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.

25. Termination for 26.1 The purchaser may at any time terminate the contract by giving written notice to

insolvency 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.

26. Settlement of 27.1.If any dispute or difference of any kind whatsoever arises between the purchaser and Disputes 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.

27.1. Notwithstanding any reference to mediation and/or court proceedings herein,

(a).the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a). the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be

Industrial applicable to all contracts that are subject to the NIP obligation

Participation

(NIP) Programme