NORTH-WEST DEPARMENT OF EDUCATION

education

Lefapha la Thuto la Bokone Bophirima
Noord-Wes Departement van Onderwys
North West Department of Education
NORTH WEST PROVINCE

RFP_EDU07/24NW: TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL AND MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST EDUCATION DEPARTMENT (NWED)

PREPARED BY:
North-West Education Department

Technical Enquiries : smoreriane@nwpg.gov.za
SCM Enquiries : tkeetile@nwpg.gov.za

BIDDER: ....

CSD NO: ....

TEL: ....

E-MAIL ADDRESS: ....

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

Dear Sir/Madam

INVITATION TO A BID

RFP _EDU07/24NW_: TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL AND MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST EDUCATION DEPARTMENT (NWED)

1. You are hereby invited for bid on TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL AND MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST EDUCATION DEPARTMENT (NWED)

2. The conditions contained in the General Conditions of contract (GCC), i.e. ***Annexure "B")*** 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 bid 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.**

4.1. The following information should be clearly marked on the same sealed envelope:
"Tender No. : EDU07/24NW
"Closing Date: 26 September 2024
"Closing Time: 11:00

5. Prices quoted should be firm and fixed for the contract period and should be completed in the attached pricing schedule and be submitted it with the bid documents

6 **A non-compulsory briefing session will be held online on 12 September 2024 @ 11:00**

7 All enquiries pertaining to specification can be directed to **smoreriane@nwpg.gov.za**

8 For details for obtaining the bid documents: **Ms. Tshiamo Keetile to tkeetile@nwpg.gov.za**.

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.

Please ensure that you attach the following documents:

a) Joint Venture work must be accompanied by the **Joint Venture agreement** signed by all parties concerned. ***(where applicable)***

b) **CSD MAAA Number** for all bidders in JV

Pricing schedule

EVALUATION CRITERIA TO BE USED

Functionality - 100 points

Breakdown of 100 points: -
Price - *90 points*
Specific Goals - ***10 Points***
TOTAL - ***100***

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may 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.

NOTE: • The validity period is ninety (90) days and it is calculated as from the closing date of tenders.

....
Mr H Mashao
DDG-Corporate Services

DATE: 06/09/2024

Contents

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORT-WEST EDUCATION DEPARTMENT					
BID NUMBER:	EDU07/24NW	CLOSING DATE:	26 SEPTEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	**TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL AND MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST DEPARTMENT OF EDUCATION (NWED)**				

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	**T. KEETILE**	CONTACT PERSON	**S. MORERIANE**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tkeetile@nwpg.gov.za**	E-MAIL ADDRESS	**smoreriane@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 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.: EDU07/24NW

T1.1 Tender Notice and Invitation to Submit Tenders

TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL & MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST DEPARTMENT OF EDUCATION (NWED)

The North-West Education Department (NWED) hereby calls for Professional Service Providers suitably qualified and experienced to manage infrastructure programme through EIG and ECD maintenance Grant to achieve its goal. NWED formulated point strategy comprises of but not limited to the following elements;

- Reliable planning information
- Simplified Asset Management Plan
- Simplified Infrastructure Programme Management Plan
- Framework contracts for Professional teams, Contractors, and Suppliers.
- Local Sub-contracting.
- Monitoring over entire project life cycle.
- Consequence management for defaulting service providers

Notes to bidders:

a) The NWED reserves the right to amend, modify or withdraw this RFT if deemed necessary.
b) 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.
c) 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.
d) 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.
e) 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.
f) 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.
g) The validity period of this bid is 90 days.
h) The Framework Agreement is valid for thirty-six (36) months with the option to extend by twelve (12) months.
i) All bids must be formulated and submitted in accordance with the requirements of this RFT.
j) The successful bidder will be required to sign confidentiality contracts with the NWED.
k) Please note that Bid Offer is synonymous to Request for Tenders in this document.
l) Please note that Employer is synonymous to Client in this document.
m) Bidders 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 Professional Service Provider 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 **6 working days** before the closing date of **the tender.** The NWED response to bidders will be no later than **3 working days** before the closing of the tender. All responses will be published on the above-mentioned websites (e-tender). No direct responses will be made to individual bidders. **No questions will be answered telephonically.**

A non-compulsory briefing session will be held online on 12 September 2024 @ 11:00

It is highly recommended that all prospective bidders/tenderers attend.

The information and meeting link: **Meeting ID: 394 247 801 993 and Passcode: e9cTSp Venue: MS TEAMS**

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 professional service providers, 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 contracts with professional service providers, following a competitive 3-stage selection process.

- Stage 1: Administrative compliance
- Stage 2: Functionality
- Stage 3: Pricing and Specific goals

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 professional service provider is expected to use this system for monitoring and reporting.

T1.2.2 Bid Details

Bid Data (including special conditions of Bid)

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 **North West 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.1.6.3	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. 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.
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**
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.
C.3.17	The bidder is to buy the required document for the employer to sign. The number of paper copies of the signed contract to be provided back to the bidder by the employer is one.

T1.2.3 Evaluation Procedure

Bid evaluation will be conducted as per the stages below:

Stage 1:

Eligibility of Professional Services Providers

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 3 months from the closing date.

1. SBD 1: Invitation to Bid
2. Authority to Sign this Bid.
3. Notarised Joint Venture Agreement or Consortium Agreement where applicable
4. Proof of Professional Indemnity Insurance to the value of R10 000 000.00.
5. Personnel must be professionally registered with the relevant Council (SACAP, ECSA, SACQSP, and SACPCMP)

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
5. Full CSD report within 30 days from date of tender closing.

Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders that score 70 or more points for all criteria will qualify to the next stage.

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	Proposed methodology	30
B1	Experience, Qualifications & Competence of experts in the team	30
B2	Experience of PSP/company of similar nature	30
C1	Risk Management Proposal	10
	TOTAL POINTS	**100**

Only bidders that score 70 or more points for all criteria will qualify to the next stage.

EVALUATION SCHEDULE: METHODOLOGY (30 points)

Evaluation on Functionality/Technical Requirements

1. Methodology and Approach (Bidder to submit proposal which addresses all listed requirements) The key deliverables and timeframes must be included in the project proposal. This must not exceed 5 pages, eleven font size. If this exceeds more than 5 pages only the first 5 pages will be read and scored.

Table 1: Methodology and Approach evaluation criteria

Functionality criteria	Sub-criteria	Points	Points scored
Project Implementation Plan with the following: • Proposed responsibilities • Scope of work • Project design and outline • Methodology • Work plan with timeframes	1 or 2 requirements are addressed or no submission or irrelevant submission	5	
	Only 3 requirements are addressed	10	
	Only 4 requirements are addressed	20	
	All 5 requirements are addressed	30	

2. Key Personnel Experience (Bidder must provide a detailed CV of key personnel who will be part of the project signed by the owner of the CV, setting out the relevant years of experience post registration. A copy of the relevant professional registration must be attached as proof).

Table 2: Key Personnel Experience evaluation criteria

Functionality criteria	Weight	Sub-criteria	Marks	Points scored
Planning & Budget Lead (Pr Arch)	20	0 to 5 years relevant experience or no submission or incomplete submission	0	
		5 to 10 years relevant experience	5	
		10 to 15 years relevant experience	10	
		15 to 20 years relevant experience	15	
		20 years and above relevant experience	20	
Costing & Cost Monitoring Lead (Pr QS)	20	0 to 5 years relevant experience or no submission or incomplete submission	0	
		5 to 10 years relevant experience	5	
		10 to 15 years relevant experience	10	
		15 to 20 years relevant experience	15	
		20 years and above relevant experience	20	
Technical Lead (Pr Eng)	20	0 to 5 years relevant experience or no submission or incomplete submission	0	
		5 to 10 years relevant experience	5	
		10 to 15 years relevant experience	10	
		15 to 20 years relevant experience	15	
		20 years and above relevant experience	20	
FIDPM Support Team Lead (B-Tech or equivalent)	20	0 to 4 years relevant experience or no submission or incomplete submission	0	
		4 to 6 years relevant experience	5	
		6 to 10 years relevant experience	10	
		10 to 15 years relevant experience	15	
		15 years and above relevant experience	20	

Supply Chain Management Lead (B Com)	20	0 to 4 years relevant experience or no submission or incomplete submission	0	
		4 to 6 years relevant experience	5	
		6 to 10 years relevant experience	10	
		10 to 15 years relevant experience	15	
		15 years and above relevant experience	20	
Total	100		Maximum of 100 marks	
Divide by 10 x 3			Maximum of 30 points	

Required knowledge and experience of leads

- Planning & Budget Lead (Pr Arch/ SACAP) – Government Immovable Asset Management Act (GIAMA), Infrastructure Delivery Management System (IDMS), Procurement Delivery Management (PDM), compilation of infrastructure plans, infrastructure programme management plans, Procurement strategies, Compilation of Management Contracts, contractor development programmes.
- Costing & Cost Monitoring Lead (Pr QS/SACQSP) – Post registration experience
- Technical Lead (Pr Eng/ECSA) – Post registration experience
- FIDPM Support Team Lead (B-Tech or equivalent) – Business processes development and implementation, system design, requirement specification and implementation.
- Supply Chain Management Lead (B Com) – Evaluating and monitoring supply chain processes, designing procurement strategies, implementing procurement strategies and processes, developing procurement plans, managing procurement budgets.

3. Company Experience

Table 3: Company Experience evaluation criteria

Functionality criteria	Weight	Sub-criteria	Marks	Points scored
Company experience in the execution of similar programmes in the public sector at least exceeding R1 billion per annum in budget with one supporting reference each. Reference letter must be provided.	30	No relevant experience or no submission	0	
		1 relevant project	10	
		2 relevant projects	20	
		3 and above relevant projects	30	
Total	30		Maximum of 30 marks	

4. Risk Management Proposal (The bidder must submit a description of mitigating risks and ensure efficiency and effectiveness in the department)

Table 4: Risk Management Proposal

Quality criteria	Weight	Sub-criteria	Points	Points scored
Risk Management Proposal • Risk assessment • Risk Mitigation strategies • Implementation plan • Risk Governance • Risk Monitoring and Review	10	No relevant risk management	0	
		1 relevant risk management aspect addressed	2	
		2 relevant risk management aspect addressed	5	
		3 or more risk management aspects addressed	10	
Divide by 10x1			Maximum of 10 points	

The department reserves a right to negotiate the proposed price with the successful bidder.

Part T2: RETURNABLE DOCUMENTS

T2.A "Compulsory Returnable Documents"

The bidders shall submit Commercial Documents.

ITEM	DESCRIPTION OF COMPULSORY RETURNABLE DOCUMENT	YES /NO
	Fully completed and signed SBD1: Invitation to bid	
T2.A1	Authority to Sign this Bid	
T2.A2	Notarised Joint Venture Agreement or Consortium Agreement where applicable	
T2.A3	Proof of Professional Indemnity Insurance to the value of R10 000 000.00	
T2.A4	Fully completed and signed SBD4: Bidder's Disclosure	
T2.A5	Fully completed and signed SBD 6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
T2.A6	Record of Addenda to tender documents (if applicable)	
T2.A7	Full CSD report within 30 days from date of tender closing **(Not for Elimination Purpose)**	

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	Bidders' Experience on Execution of Projects	
T2.B2	Appointment Letters and Client Reference Letters	
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	
T2.B5	Risk Management Proposal	

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.

(Attach the notarised joint venture contract here)

T2.A3 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

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:

……………………………………………………………………………………………………

……………………………………………………………………………………………………

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

[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.

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.

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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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**

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 **or** **90/10**

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Documents required as proof of claim to validate points claimed:
Black People	2		NWED will utilise CSD Report to validate points claimed
Women	4		NWED will utilise CSD Report to validate points claimed
Disabled	1		**Submit any of the documents below**: Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPPDSA); **OR** Medical Certificate
Youth	3		NWED will utilise CSD Report to validate points claimed

DECLARATION WITH REGARD TO COMPANY/PSP

4.3 Name of company/PSP: ……………………………………………………………………………

4.4 Company registration number: …………………………………………………………………

4.5 TYPE OF COMPANY/ PSP

- ☐ 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/PSP, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/PSP 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 PSP 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 PSP, 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: ……………………………………………………………………

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 BIDDER'S EXPERIENCE ON EXECUTION OF SIMILAR WORKS

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

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 /Lead on a project of similar value and complexity that was completed successfully by the Company/PSP.

I,____ (name and surname)

of ____(company name)

declare that I was the Project Manager/Lead on the following similar works successfully executed

by ____(name of PSP)

Project name:____.

Project location:____.

Full Project Description: ____

Service rendered (Stages involved):____________________________________

Project Commencement Date:____________________ Completion Date:____________________

Contract period:____________________________

Contract value:____

A Please evaluate the performance of the PSP/company 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 subconsultants / cash flow, etc.					
Total					

B Would you consider / recommend this PSP/company 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 Company/PSP to put referees who are reachable.

Name of PSP/Company:____

Make as many copies of this page as required.

Evaluation Template – Project Reference Forms

Project Title:	
Project Number:	

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

I,____ (name and surname)

of ____(company name)

declare that I was the Project Manager on the following similar works project successfully executed

by ____(name of Company/PSP)

Project name:____.

Project location:____.

Full Project Description: ____

Service rendered (Stages involved):____________________________________

Project Commencement Date:____________________ Completion Date:____________________

Contract period:____________________________

Contract value:____

A Please evaluate the performance of the Company/PSP 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 subconsultant / cash flow, etc.					
Total					

B Would you consider / recommend this Company/PSP 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 PSP/company to put referees who are reachable.

Name of PSP/Company:____

Make as many copies of this page as required.

T2.B2 APPOINTMENT LETTERS AND REFERENCE LETTERS.

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 (PSP/Company):		
Current position:		**Years with Company:**
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		
Consent		

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).

TERMS OF REFERENCE FOR PROVISION OF SERVICES: ESTABLISHMENT OF AN INFRASTRUCTURE TECHNICAL AND MANAGEMENT SUPPORT UNIT (ITMSU) AT THE NORTH-WEST EDUCATION DEPARTMENT

1.0 INTRODUCTION

The Department has suffered a loss of staff in some critical areas while under administration, which has decimated the Infrastructure Management and Supply Chain Management capacity. Both sections have critical staff openings with severe challenges to fill these positions, notwithstanding several attempts to fill these positions. In addition, the Department has been tasked with an implementation mandate for capital projects, for which the Department requires the services of an Infrastructure Technical and Management Support Unit (ITMSU) through management of EIG and ECD maintenance grant.

The Department has used a Project Support Unit (PSU) in various forms over the past years with various interventions. These interventions included planning capital and maintenance, implementing projects and maintenance, and managing Implementing Agents for the Infrastructure Unit. The Department has also intermittently been assisted with procurement and financial management.

During the last financial year, the Department augmented the infrastructure and supply chain resources with resources from a PSU. These resources have played a significant role in improving capacity in the planning section, supply chain section, and supporting the implementation of resources.

A PSU also supports the Department with critical processes in preparation for the annual audit. These processes include the Commitment Register, Asset Register, and Work in Progress. Not completing these processes will result in these issues remaining as audit findings and will place the Department in an untenable position with the audit report.

2.0 OBJECTIVES OF ESTABLISHING THE ITMSU

The specific primary objective of the establishment of an ITMSU is to provide Programme implementation management and monitoring support to the North-West Department of Education in the implementation of the EIG and ECD maintenance grant. This can be defined as providing support in the preparation, planning, design, construction, rehabilitation and upgrading of school facilities in the North-West Province.

As part of the delivery strategy on the EIG and ECD maintenance grant, the NWED intends to establish a ITMSU with the following roles and operational functions including but not limited to:

a) Provision to the NWED of quality management and technical support, and advice as is necessary to facilitate the planning, management, implementation, monitoring and reporting on the EIG and ECD maintenance grant.

b) The planning of the projects and development of project briefs for implementation by management contractors and Implementing Agents appointed by the NWED.

c) Monitor and evaluate projects and maintenance works undertaken through the projects life cycle:

- In respect of each school project, the scrutinizing, approval, and signing of all practical and final completion certificates on behalf of the NWED.
- Verification of all technical and financial aspects of the Programme.
- Preparation of all required documentation for submission for approval of the stage gates, as prescribed in the FIDPM, to the Stage Gate Committee (SGC) or other strategic party in relation to approvals for, and reporting on the Programme.

d) Supporting the NWED with the procurement of infrastructure projects and other goods and services as determined by the NWED through management and technical services.

e) Supporting the NWED with any process that will assist in the delivery of schools infrastructure.

C3. SCOPE OF WORK

3.0 Specific Scope of Work of the ITMSU

The following activities, inter-alia, are to be carried out by the ITMSU in support of the North West Department of Education:

a) The implementation of all aspects of the EIG and ECD maintenance Grant in an efficient and effective manner with particular emphasis on the preparation, planning, construction, monitoring, co-ordination and reporting;

b) Supporting the NWED in management of the EIG and ECD maintenance Grant, including proper Financial management, Budgeting, Procurement of services, Planning and Contract supervision in accordance with the requirements of the Programmes;

c) The preparation of appropriate implementation strategies for all aspects, based on analysis and consultation with all stakeholders, and as agreed with the NWED;

d) The development of annual work plans in consultation with stakeholders, for approval by the NWED;

e) Monitoring the implementation of work plans against baselines and where necessary the formulation of interventions, in consultation with stakeholders, to minimize / eradicate obstacles;

f) The formulation of co-ordination and communication strategies and the implementation of systems of regular reporting to the NWED, and other stakeholders in accordance with the relevant protocols. This will include the preparation of Monthly Progress Reports, Quarterly Progress Reports and Annual Reports for submission to the NWED;

g) The promotion of partnerships between the Districts, Community Structures, Government Departments, SGB's and SMT's in order to create a coordinated and enabling environment for the implementation of the Programme.

h) Devising Programme implementation strategies in conjunction with the NWED and prepare detailed project descriptions for agreed interventions;

i) Determining project implementation capacity requirements, arrange procurement and mobilization and facilitate briefing for design, cost and material specifications;

j) Coordinating activities of service providers at all project stages and ensure that the relevant procedural and design requirements, budgets and projected cash-flows and milestone dates are met;

k) In conjunction with stakeholders scrutinizing design and cost proposals, make recommendations to the NWED and obtain authorization to proceed to the next stage;

l) Providing guidelines for the preparation of tender documentation, and ultimately develop such, and ensure compliance with relevant legislation and skills transfer to officials from NWED;

m) Ensuring that all relevant legislation is complied with during the construction phases.

n) Devising a project tracking systems and reporting requirements for each project and closely monitor progress at all stages and take corrective steps where expenditure or compliance lags are identified.

o) Provide support to NWED on matters relating to audit process.

p) Plan, direct and control the portfolio, programmes and projects as required.

q) Undertake capacity building of the critical built environment personnel in the sector which is aimed at enhancing the technical capabilities, improving performance, promoting knowledge sharing, stimulating innovation, and driving skills development.

r) Training of the sector personnel at various levels.

s) Document management processes, system and sharing / handover of all the PMU outputs.

t) Frequent progress reporting to the NWED and other stakeholders as requirements.

3.1 Auxiliary Technical Support to the NWED

Once physically established at the NWED with the Programme administration support services thereof, the ITMSU is also expected to offer technical support to the NWED in the following auxiliary areas:

a) Strategic ranking and alignment of Programme and project initiatives;

b) Programme and project planning, implementation, monitoring and reporting;

c) Balancing of resource supply and demand;

d) Engagement with the key and relevant Education Infrastructure Stakeholders;

e) Monitoring of Programme risks, issues and change;

f) Tracking and evaluation of team performance quarterly;

g) Estimation and measurement of Programme and project successes;

h) Capturing and sharing of knowledge and best practices;

i) Establishment and integration of Programme and Project Management Standards within NWED;

j) Management of continuous improvement of the Programme and project cycle;

k) Facilitation of reporting to relevant stakeholders;

l) Effective custodianship and management of information and processes;

m) Development and dissemination of all relevant Programme and project templates and tools and the implementation of the FIDPM workflow, content and document management system. This is including but not limited to:

- Development of reporting dashboards;
- Verification of completeness of information and identification of gaps therein;
- Facilitation of change management within the NWED;
- Scoping and review of appropriate project and project management methodologies to be acquired by the NWED for the implementation of the ITMSU;
- Review and capture of current best practices;
- Business process re-engineering (business analysis to evaluate and realign the current business processes where applicable);
- Business process implementation and change management;
- User training in the use of the FIDPM management system; and
- Development of Standard Operating Procedures and Policies.

3.2 Complementary Role of the NWED

Throughout the duration of the project, the NWED will be responsible for the following:

a) Making staff available for training and providing project information to upload onto EFMS;

b) Providing office space as required;

c) Chairing the Programme Steering Committee (PSC) meetings with the ITMSU as well as all other meetings as may be deemed necessary and directed by the circumstances related to the implementation of the Programme;

d) Monitoring progress and performance of the ITMSU made quarterly and institute corrective actions as and when needed;

e) Soliciting and providing policy, regulatory, strategic and best practices guidance for the Programme; and

f) Providing all data, information and documents to implement the Programme.

4. Outcomes

A fully operational ITMSU must be established to achieve the following outcomes:

a) Physical set up of the ITMSU;

b) Running the ITMSU to provide technical support as per 3.1 and 3.2 above

c) A comprehensive analysis of the Department's (NWED) current business process, through interviews with senior managers and review of existing documentation on performance (Strategic Plans, APPs, Annual Reports, Business Plans, Quarterly Reports, etc.), and redesign of business processes where required. The output is a business analysis report.

d) Recommendations and motivation on the most applicable Programme Management Methodology for the NWED based on business analysis and redesigned business processes. The output is a report that contains a recommendation on the most applicable Programme Management Methodology for the NWED.

e) Designing and implementing change management plans and processes – including training, policy alignment and resource allocation – to successfully migrate the department over to the redesigned business processes. This includes packaging of user manuals, tools and templates and undertaking of training workshops for NWED staff. The output is a report that contains user manuals, tools and templates with a recommendation on the redesigned business processes.

f) Recommendations on and project management of the development of the most appropriate FIDPM management system for the NWED based on the needs assessment undertaken as part of the business analysis. The system should interface with the EFMS and provide information to the sector vertical;

g) Project-manage the roll out of the FIDPM management System in the NWED. The expected output is the fully operational FIDPM management System within the relevant sections of the NWED.

h) Capturing of all current projects as well as reporting progress on a monthly basis;

i) Data Capturing and migration of baseline information onto EFMS;

j) Driving the development of key policies that support the institutionalising of the Programme Management Approach in the Department; and

k) Handover of the ITMSU to the NWED upon completion of the assignment at the end date of 5.1 below and ensuring proper transfer of skills to designated NWED staff, and all the documentation.

5. IMPLEMENTATION TIME FRAMES, INSTITUTIONAL ARRANGEMENTS, RISKS AND ASSUMPTIONS

5.1 Implementation Time Frames

The NWED anticipates this project to be run for 36 months with an option of 12 months extension. From 01 November 2024 and terminating on 31October 2027.

5.2 Assumptions Underlying the ITMSU Establishment on the EIG and ECD maintenance Grant

The success of the envisaged ITMSU depends on the following assumptions:

- The North West Department of Education assumes full and sustained responsibility for the implementation of the Programmes;
- The North West Department of Education provides full and sustained support to the implementation of the Programme;
- There is ongoing and sustained involvement of all stakeholders;
- Effective inter-departmental planning and co-ordination is established.

5.3 Risks and Risk Mitigation

The ITMSU is to anticipate the following risks (amongst others) and to devise appropriate risk mitigation measures:

- Lack of sufficient preparatory work by the NWED in order to provide lists of qualifying schools on time;
- Stakeholder involvement which may or may not be sufficient;
- Unclear information and parameters from relevant stakeholders;

6. REQUIRED EXPERTISE (RESOURCES) TO BE PROVIDED

The ITMSU team should have the capacity or demonstrated access including the following expertise in the built environment:

Planning team:

In the context of an ITMSU, Planning and Budgeting Lead play crucial roles in ensuring effective project planning, financial management, and resource allocation. Their responsibilities typically include:

1. Project Planning
2. Budgeting
3. Resource Allocation
4. Financial Analysis
5. Risk Management
6. Compliance
7. Communication
8. Continuous Improvement

The Planning and Budgeting Lead play a critical role in ensuring that infrastructure projects are well-planned, adequately funded, and financially managed to achieve their objectives efficiently. The Planning and Budgeting Lead must be supported by a data analyst, architect, engineer, and cost estimator.

Costing & Cost Monitoring Team:

The Costing & Cost Monitoring Lead in an ITMSU is responsible for designing, implementing, and overseeing the monitoring and evaluation framework of infrastructure projects. Their role is essential in assessing project performance, identifying areas for improvement, and ensuring that projects meet their objectives. The Costing & Cost Monitoring Lead, often filled by a Quantity Surveyor, plays a crucial role in managing and controlling project costs within an ITMSU. Their responsibilities involve overseeing cost estimation, budgeting, and monitoring to ensure that the project remains within financial constraints. Here are the typical responsibilities of a Project Costing and Cost Monitoring Lead in an ITMSU:

Table 5: Costing and Cost Monitoring Lead typical responsibilities

1. Cost Estimation
2. Budget Development
3. Cost Control
4. Quantity Surveying
5. Life Cycle Costing
6. Contract Negotiation and Evaluation
7. Change Order Management
8. Risk Management
9. Reporting

The Costing & Cost Monitoring Lead plays a critical role in ensuring that infrastructure projects are assessed and adjusted based on evidence, leading to more effective and successful project outcomes. The Costing & Cost Monitoring Lead must be supported by projects managers (x3) and a district coordinator.

Technical Team:

The Technical Lead (Civil Engineering) in an ITMSU is responsible for overseeing the technical aspects of infrastructure projects, ensuring that engineering standards are met, and providing expertise to ensure successful project delivery. Here are the typical responsibilities of a Technical Lead (Civil Engineering) in an ITMSU:

1. Project Planning and Design
2. Technical Oversight
3. Quality Assurance
4. Risk Management
5. Cost Estimation
6. Construction Oversight
7. Contract Management
8. Stakeholder Coordination
9. Health and Safety Compliance
10. Technology and Innovation
11. Documentation and Reporting
12. Capacity Building

The Technical Lead (Civil Engineering) plays a pivotal role in ensuring that infrastructure projects are executed with technical excellence, meeting engineering standards, and delivering high-quality outcomes.

FIPDM Support Team:

The FIPDM support Team is dedicated to ensuring the successful execution and management of infrastructure projects. The team lead, supported by a business Analyst, Change Manager, and Data Analyst, enhances efficiency, adaptability, and data-driven decision-making.

Team Goals:

- Enhance project efficiency through data-driven insights.
- Ensure smooth transitions and high adoption rates during changes.
- Support informed decision-making with accurate data analysis.
- Foster collaboration across business units to meet project goals.

Key Competencies:

- Strong analytical skills and proficiency in data analysis tools.
- Excellent communication and collaboration abilities.
- Leadership and project management expertise.
- In-depth understanding of the infrastructure sector.

A business analyst, data analyst and change manager is part of this team.

Supply Chain Management Team:

The Supply Chain Management Lead (B Com.) in an ITMSU is responsible for overseeing the procurement and logistics activities associated with the infrastructure projects. They play a critical role in ensuring that the necessary resources, materials, and services are procured in a timely and cost-effective manner. Here are the typical responsibilities of a Supply Chain Management Lead in an ITMSU:

1. Strategic Procurement Planning
2. Supplier Sourcing and Evaluation
3. Bid and Tender Management
4. Contract Negotiation
5. Supplier Relationship Management
6. Inventory Management
7. Compliance and Risk Management
8. Cost Control
9. Documentation and Record Keeping
10. Reporting on procurement activities
11. Capacity Building

The Supply Chain Management Lead plays a crucial role in ensuring the smooth flow of resources and materials for infrastructure projects, contributing to the overall success of the projects by minimising delays, controlling costs, and maintaining high standards of quality and compliance.

The summary of the required resources is outlined in Table 2 below:

Table 6: ITMSU Estimated Resources

ITMSU Resources: Planning Team	Number
1. Planning and Budget Team Lead (L13)	1
2. Cost Estimator/Quantity Surveyor (L11)	1
3. Civil Engineer (L12)	1
4. Architect (L11)	On demand
5. Development Economist (L11)	On demand
6. Town Planner (L11)	On demand
7. Property Manager (L11)	On demand
8. Gis Technologist (L11)	On demand
ITMSU Resources: Costing & Cost Monitoring	Number
1. Costing & Cost Monitoring Team Lead (L13)	1
2. Projects Manager (L11)	3
3. District Coordinator (L11)	1
4. Audit Control Coordinator (L12)	1
5. Quantity Surveyor (L11)	3
ITMSU Resources: Technical Team	Number
1. Technical Team Lead (L13)	1
2. Civil Engineer (L12)	1
3. Mechanical Engineer (L12)	On demand
4. Electrical Engineer (L12)	On demand
5. Architect (L11)	On demand
6. Quantity Surveyor (L11)	1
7. Works Inspectors (L8)	8
ITMSU Resources: FIDPM Support Team	Number
1. FIDPM Support Team Lead (L13)	1
2. Business analyst (L12)	1
3. Data Analyst (L12)	1
ITMSU Resources: Supply Chain Management Team	Number
1. Supply Chain Team Lead (L13)	1
2. Infrastructure SCM Specialists (L12)	2
3. SCM Administrator (L8)	2

This is a resource-based contract, the rates provided are unit rates. The NWED may vary the number of resources as and when required, provided that a minimum of the leads and two of their supporting resources are maintained. The above support structure positions should have a minimum of qualification of NQF level 6 in the relevant field.

7. PRICING DATA

The Guide on Hourly Fee Rates for Consultants published by the Department of Public Service and Administration (DPSA) in January of 2003. The fee rates in this Guide were developed following the following points of departure:

- Overhead factors – The overhead factor is 1.90
- Utilisation rates – The utilisation rate is 0.95
- Mark-up for profit – 30% (1.30)
- Type of service provided – Long term
- Comparative level with the Public Service – To be negotiated
- Duration of the appointment – (36 months with an option of 12 months extension)

The 2020 DPSA rates are provided below:

Table 7: Provided rates

Salary band	Rate in rand (R) per hour
13	1 802
12/13	1 473
12	1 329
11/12	1 225
11	1 121
10/11	1 047
10	921
9/10	839
6 to 8	554

The rate will be adjusted annually as the public sector increase rate. Salary band increases based on promotions will be **negotiated** with the client for all leads.

Travelling Expenses

Travelling expenses will be reimbursed as per the following guidelines:

- Work related travel in the field within the Provincial area (project related travel logs must be completed monthly and submitted with invoices)
- Travelling outside the province will be subject to approval.
- Department of transport rates are to be used (The Department of transport updates the rates monthly)

Disbursements

- Accommodation, Meals and other disbursements are limited amounts specified in the PFMA SCM Instruction no. 07 of 2022/2023 (Public Finance Management Act (Act 1 Of 1999)) (Cost containment measures related to travel and subsistence) or latest version thereof as found on the National Treasury website. Note:
    - PFMA SCM instruction no. 06 of 2022/2023 (Public Finance Management Act (Act 1 of 1999)) (National Travel Framework (NTF)) and

annexture A thereof must be read in conjunction with instruction 07 of 2022/2023 and is also applicable to disbursements.

8. PROPOSALS FROM SERVICE PROVIDERS

8.1 Conditions of the Proposals

Service Providers are to note the following:

a) The submitted documentation will not be returned by the NWED to the Service Provider unless specifically requested in writing

b) The NWED is not liable for any expenditure incurred in the preparation and submission of the proposals by the Service Provider

c) Submitted proposals will not be opened in public and the proposals will not be made known to parties other than the NWED.

d) A one envelope system is to be used by Service Providers in responding to the request for proposals.

Late submissions will not be considered under any circumstances whatsoever.

8.2 Specific Information Required in the Proposals

The Service Provider's proposals must clearly indicate the following information:

8.2.1 Technical Proposal

The technical proposal in one envelope should consist of:

a) A method statement – an overview of how the service provider intends to undertake the assignment.

b) The CVs of the Service Provider's team leaders who are to be deployed to undertake the assignment.

c) Risk Management Proposal – an overview of how the professional service providers intends to mitigate the risk and maintain the ITMSU efficiency at the North West Department of Education.

8.3 Returnable Documentation

Bidders are expected to submit the following documentation.

1. Authority to Sign this Bid.
2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor
3. Joint Venture Agreement or Consortium Agreement where applicable.
4. Professional registration of at least one team member must be a professionally registered Engineer and one professionally registered Quantity Surveyor.
5. SBD 1: Invitation to Bid
6. SBD 4: Bidder's disclosure
7. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
8. Record of addenda to tender documents (if applicable)
9. Full CSD report within 30 days from date of tender closing.

9. SELECTION OF SERVICE PROVIDER

9.1 Focus on Skills, Experience and Competencies

The Service Provider is expected to show proof in its proposals that the company and its proposed team leads have the necessary skills, experience and competence as described above in this document. The CVs of team leads are to be attached with the proposals.

9.2 90/10 Points System

The 90/10 procurement preference points system will be followed as outlined below.

9.2.1 Technical (Functional Proposal):

The evaluation criteria weight for functionality will be as follows:

◆ Proposed Methodology	= **30 points**
◆ Experience, Qualifications & Competence of Experts in the team	= **30 points**
◆ Experience and competence of the PSP (Company)	= **30 points**
◆ Risk Management Proposal	= **10 points**
Sub-Total (Technical Proposal)	= **100 points**

The breakdown of 10 points allocated to procurement preference considerations is described in SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022.

GRAND TOTAL (Technical & Preference)=100 pts

In the above points system:

a) "Methodology" refers to the proposed method of undertaking the assignment and to the Service Provider's potential ability to deliver on establishing the ITMSU within the shortest possible time frames as envisaged by the NWED.

b) "Experience" refers to Service Providers and its Key Experts respectively having previously demonstrated successful technical experience and, in the requirements, outlined in this document.

12. PROCEDURES FOR SUBMISSION OF BID DOCUMENTS

12.1. The Bid Box will be open during working **HOURS** Monday to Friday from 08:30 to 16:00.

12.2. It is the responsibility of the service providers to ensure that their bid documents are in the Bid Box by the stipulated deadline.

13.2.1. The Bid Box is situated next to the **CFO'S Office, Ground Floor Sekame Road East Wing GARONA Building, Education Department**

12.3. NWED will only consider bid documents that are in the Bid Box on the date and time set out in the clause above.

12.4. Under no circumstances will late bids be considered

12.5. Submissions must be deposited into the Bid Box Bid Number clearly marked as advertised.

12.6. Bid Documents must be **bound that no parts can be easily removed.**

PRICING SCHEDULE

PART C2.1

Table A

No.	Category	Resource	Quantity	Annual duration/h	Duration/ years	Rate	Amount Vat Excl
1	Technical	Planning and Budget Team Lead (l13)	1	1760	3		
1.1	Technical	Cost Estimator/Quantity Surveyor (L11)	1	1760	3		
1.2	Technical	Civil Engineer (L12)	1	1760	3		
1.3	Technical	Architect (L11)	on demand	60	3		
1.4	Technical	Development Economist (L11)	on demand	60	3		
1.5	Technical	Town Planner (L11)	on demand	60	3		
1.6	Technical	Property Manager (L11)	on demand	60	3		
1.7	Technical	Gis Technologist (L11)	on demand	60	3		

2	Technical	Costing & Cost Monitoring Team Lead (L13)	1	1760	3		
2.1	Technical	Projects Manager (L11)	3	1760	3		
2.2	Support	District Coordinator (L11)	1	1760	3		
2.3	Support	Audit Control Coordinator (L12)	1	1760	3		
2.4	Technical	Quantity Surveyor (L11)	3	1760	3		
3	Technical	Technical Team Lead (L13)	1	1760	3		
3.1	Technical	Civil Engineer (L12)	1	1760	3		
3.2	Technical	Mechanical Engineer(L12)	on demand	60	3		
3.3	Technical	Electrical Engineer (L12)	on demand	60	3		
3.4	Technical	Architect (L11)	on demand	60	3		
3.5	Technical	Quantity Surveyor (L11)	1	1760	3		
3.6	Technical	Works Inspectors (L08)	8	1760	3		
4	Support	FIDPM Support Team Lead (L13)	1	1760	3		
4.1	Support	Business analyst (L12)	1	1760	3		
4.2	Support	Data Analyst (L12)	1	1760	3		
5	Support	Supply Chain Team Lead (L13)	1	1760	3		
5.1	Support	Infrastructure SCM Specialists (L12)	2	1760	3		
5.2	Support	SCM Administrators (L08)	2	1760	3		
				TOTAL TENDERED PROFESSIONAL FEES			

CALCULATION OF TOTAL TENDERED AMOUNT & CONTINGENCY ALLOWANCE		
No.	Item and Description (Calculation reference are from the item numbers in table A	
1	Total Tendered Professional Fees (Total amount for Resources in Table A	
2	Allowance for disbursement at 10% of Professional Fee (Item 1x10%)	
3	Sub Total (item 1 & 2)	
4	VAT at 15%	
5	Total Tendered amount carried forward (3+4)	
6	Client contingency allowance at 2% of Professional Fee (Item 3x2)	
7	VAT at 15%	
8	Client Contingency Allowance (item 6+7)	
9	**Total Tendered Amount (item 5+8)**	

Bidders to ensure each line item is priced for. Items for zero values must be indicated as such or will be presumed as zero if not completed.

I, undersigned do hereby declare that the above is proper pricing data forming part of this contract document upon which my/our tender is based

NAME OF BIDDER'S AUTHORISED SIGNATORY.. DATE..........................

SIGNED ON BEHALF OF BIDDER ....

Signed by: DN Sefanyetso
Signed on the:2024-08-25
Reason: I approve this document

....
D.N Sefanyetso
BSC-Chairperson

education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE E: GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

(c) furnishing of a detailed operations and maintenance manual

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. **Governing Language**

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

30. Applicable law

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

31. **Notices**

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

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

32. **Taxes and duties**

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

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

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

33. **National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 **Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010