



DIRECTORATE: SUPPLY CHAIN MANAGEMENT

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

Enquiry: Mr MS Tutubalang
Tel no: 018 388 2215
Ref: EDU 04/25 NW

Dear Sir/Madam

INVITATION TO A BID
BID NUMBER: EDU 04/25NW: EXPRESSION OF INTEREST FOR GRADE 9GB
CONTRACTORS OR SUITABLY QUALIFIED JOINT VENTURES FOR
CONSTRUCTION OF RYSMIERBULT

1. You are hereby invited for expression of interest for grade 9GB contractors or suitably qualified joint ventures for construction of Rysmierbult.

2. The conditions contained in the General Conditions of contract (GCC), i.e **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.

3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of contract.

4. All the documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**

5. Bidders should complete the attached pricing schedule and submit it with the bid document
6. All bid documents should be completed, signed and sealed in an envelope and deposited in the bid box **is situated at Department of Education, Garona Building, East Wing Entrance, Ground Floor next to CFO's Office.**

6.1 The following information should be clearly marked on the same sealed envelope:
Tender No. :EDU 04/25NW
Closing Date : 21 August 2025
Closing Time : 11H00

6.2 Compulsory Briefing Session: Virtual
Date : 08 August 2025
Time: 11:00

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

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

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

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

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

CONDITIONS TO BID

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

NOTE:

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

Mr S Pope

Acting-Chief Financial Officer

DATE

21/01/2025

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1 Invitation for Expression of Interest

The North West Education Department, hereby invites suitably qualified and experienced service providers/contractors/consultants to express interest in participating in the earthworks at Rysmierbult, North West.

This request for Expression of Interest (EOI) is intended to shortlist competent entities that meet the minimum requirements to be invited to participate in the subsequent Request for Proposal (RFP) or Tender process. The issuing of this EOI does not commit the Department to any future procurement process. The Department reserves the right to withdraw, cancel or modify this request at any time without liability.

Notes to Service Providers:

- a) This Expression of Interest (EOI) does not constitute an offer or recommendation to enter such transaction.
- b) The NWED reserves the right to amend, modify or withdraw this EOI if deemed necessary.
- c) Neither the NWED nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting an EOI.
- d) No entity may be involved, whether directly or indirectly, in more than one EOI. A failure to comply with this requirement will result in disqualification of the relevant entity.
- e) The NWED and its advisors may rely on a EOI as being accurate and comprehensive in relation to the information and proposals provided therein.
- f) All EOI's submitted to the NWED will become the property of the NWED and as such will not be returned to the relevant party unless received after the closing date and time. The NWED will make all reasonable efforts to maintain EOI's in confidence. Proprietary information should be identified as such in each EOI.
- g) Evaluation of EOI's will be carried out by a Bid Evaluation Committee (BEC). If necessary, the Evaluator(s) will contact Service Providers to seek clarification of any aspect of the EOI.
- h) The validity period of this EOI is 90 days.
- i) All EOI's must be formulated and submitted in accordance with the requirements of this EOI.
- j) The Service Provider will be required to sign Non-Disclosure Agreement (NDA) with the NWED.
- k) Please note that Employer is synonymous to Client in this document.
- l) Late submissions will not be considered.
- m) Contractors prohibited from doing business with the state, by any statutory body or department, will under no circumstances be considered.

DISCLAIMER

The NWED reserves the right not to appoint a 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 bid**. The NWED response to service providers will be no later than **3 working days** before the closing of the EoI. All responses will be published on the above-mentioned websites (e-tender, i-tender). No direct responses will be made to individual service providers.

Expressions of interest are invited for the provision of earthworks by CIDB grade 9GB or higher contractors.
The employer is the North West Education Department (NWED).
The evaluation criteria and other pertinent information:
2 Stage evaluation criteria. Stage 1: Eligibility of Contractors and stage 2: Evaluation on Functionality/Technical Requirements.
The information and meeting link will be sent out on e-tender and the National Treasury tender database. Queries relating to the issues of these documents may be addressed to the personnel as described in SBD 1.

2 Project Overview

Project Name: Proposed earthworks at Rysmierbuit mega farm school
Location: Rysmierbuit, North West
Project Type: Earthworks

- SUMMARY OF CIVIL WORKS PHASE 1 SCOPE (EARTHWORKS)
1. Bulk Earthworks – Platforms
 2. Roads
 3. Storm water Drainage
 4. Water Network
 5. Sewer Network
 6. Fencing
 7. EPWP - NYS

DESCRIPTIVE SUMMARY OF THE CIVIL WORKS

Preliminaries & General as per Civil Works Phase 1 Bill (Applicable to the whole set of works)

1. Fixed Charge, Value Related & Time Related Items as per the Civil Works Phase 1 Bill. Some of the items to include but not limited to:

- Contractual requirements
- Establishing facilities for the Contractor and the Engineer,
- Tools, Equipment & Plant,
- Removal of site establishment,
- Operation and Maintenance of facilities on site, for duration of Construction (unless otherwise stated)
- Company and head office overhead costs for duration of construction
- 2. Provisional sums for Additional control testing ordered by the Engineer to be executed by the Contractor and valued in terms of the "valuation of variations" clause in the conditions of contract.
- 3. Prime Cost items
- 4. Day work as per the Civil Works Phase 1 Bill.
- 5. Temporary work. To include the following items among other activities:
 - Main access road to works
 - Dealing with or accommodation of traffic
 - Trigonometrical survey and plot boundary pegs - locate and record
 - Supply or hire of specialist equipment for the detection of a particular service Trigonometrical survey of plot boundary pegs - protect and re-establish

- 6. HIV/AIDS awareness, Selection & Appointment of an Awareness Champion, Selection and Appointment of Awareness Workshop Service providers
- 7. Compliance with the Occupational Health and Safety Act, 1993
- 8. Compliance with provisions of the Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)
- 9. Compliance with Environmental Impact Assessment regulations
- 10. Compliance with the Dolomite Risk Management Plan

SECTION 2 – BILL NO.1: BULK EARTHWORKS - PLATFORMS

To include the following works among others as specified in the Civil Works Phase 1 Bills:

- 1. Site Clearance, Site preparation, Removal and disposing of existing kerbing, edge beams etc (provisional sums); Bulk excavation, use for backfilling or embankment or dispose as ordered within 5km
- 2. Intermediate excavation, Hard rock excavation and Excavation for designated works in restricted areas
- 3. Importing of material from commercial sources or from borrow pits
- 4. Hiring of specialist equipment for detection of location of services.
- 5. Permanent protection of existing services

SECTION 2 – BILL NO.2: ROADS

To include the following works among others as specified in the Civil Works Phase 1 Bills:

- 1. Site Clearance, Site preparation, Removal and disposing of existing kerbing, edge beams etc (provisional sums)
- 2. The specific road works are to include the following
 - Earthworks (roads, subgrade)
 - Kerbing and channelling

- Segmented paving
- Asphalt base and surfacing
- Permanent road signs
- Road markings

SECTION 2 – BILL NO.3: STORMWATER DRAINAGE

To include the following works among others as specified in the Civil Works Phase 1 Bills:

1. Site Clearance, Site preparation, Removal and disposing of existing kerbing, edge beams etc (provisional sums)

2. The specific works are to include the following:

- Pipe trenches
- Bedding and fill blanket
- Pipes, culverts, etc.
- V-drains
- Connection to existing service lines
- Sundries as applies

SECTION 2 – BILL NO.4: WATER NETWORK

To include the following works among others as specified in the Civil Works Phase 1 Bills:

1. Restricted excavation: (For Reservoir site)
2. Excavation for pipe trenches
3. Excavation for reservoir footings
4. Intermediate excavation, Hard rock excavation, Excavation for designated works in restricted areas and Boulder excavation

EARTHWORKS (PIPE TRENCHES)

TRENCHES FOR WATER PIPES

1. Excavate in all materials for trenches, backfill, compact and dispose of surplus material

STRUCTURAL STEELWORK

- Design, manufacture, supply, erection and testing of an 18.5 kilolitre ABECO or similar approved storage tank including handrails, ladders, walkway, steel structure, complete, and sterilization of tank as per specification.
- Manufacture, supply, and erection of steel structure support for tank
- Design, supply, install and testing of lighting protection for an 18.5 kilolitre storage tank.

MEDIUM-PRESSURE PIPELINES

- Supply, lay and bed HDPE pipes on flexible pipe bedding, complete with couplings.
 - Undertake works for Borehole piping and specials, Bulk Meter, Pumps and pump houses, Water tank piping and specials and the Water Treatment plant.
- The other key activities under this section are as follows:

- Bedding for water pipes
- Ert connections (water)

SECTION 2 – BILL NO.5: SEWER NETWORK

To include the following works among others as specified in the Civil Works Phase 1 Bills:

1. Earthworks: Bulk excavation, Importation of materials, Top-soiling, Excavation for pipe trenches
2. Earthworks (pipe trenches)
3. Bedding (pipes) Sewers
- Supply, lay, butt-weld joint, bed on bedding for flexible pipe and test pipeline.

- Supply and install pre-manufactured structured solid wall HDPE type PE 100, SABS ISO 4427 manholes, 8kN/m² ring stiffness, or with spiral wound SS strap.
- Manufactured/ Extrusion Welded HDPE Type 100, SABS ISO 4427 benching, welded etc. as per manhole configuration determined by the plan layout.
- 4. Fencing
 - Clearview fencing to specifications in Civil Works Bill
 - 5. Wastewater treatment plan
 - Supply, delivery, and installation of wastewater treatment plant
 - Design of wastewater treatment plant
 - 6. Excavation in all materials for trenches, backfill, compact and dispose of surplus material.

SECTION 2 – BILL NO.8: FENCING

To include the following works among others as specified in the Civil Works Phase 1 Bills:

REMOVAL OF EXISTING STEEL MESH FENCING

- Removal of existing fence

- Site clearance

- Excavation and backfilling

- Concrete

- Metalwork

CLEARVIEW FENCING TYPE – 2400mm HIGH WITH BARBED WIRE (TYPE A) & 1800mm HIGH (TYPE C), (or similar approved)

- Site clearance

- Excavation and backfilling

- Unreinforced concrete cast against excavated surfaces

- Steel gates including rails, frames, sliding gear, locks, etc

BRICK BOUNDARY WALL TYPE B – 2400mm HIGH

- Earthworks and Site Clearance

- Keep excavations free of water

- Soil poisoning, concrete work, brickwork, accessories and waterproofing

SECTION 2 – BILL NO.11: EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS

INFRASTRUCTURE PROJECTS

To include the following works among others as specified in the Civil Works Phase 1 Bills:

TRAINING OF YOUTH WORKERS (TARGET: 180 YOUTH WORKERS)

- Orientation, Life skills development and technical training.

TRAVELING AND ACCOMMODATION DURING OFFSITE TRAINING.

- Orientation / Life skills training for 10 days each (ref. SL 11.02.01)

- Skills development and technical training (ref. SL 11.02.02)

EMPLOYMENT OF YOUTH WORKERS

- Provision of EPWP designed overalls and hard hats to youth workers

- Provision of small tools for youth workers

- Appointment of youth team leaders/

- Compulsory Medical Tests

OPERATION & MAINTENANCE KEY AREAS

The following are the main operation and maintenance issues relating to civil works for the project:

1. There are no existing services in close proximity to the proposed school site. Internal water and sewerage

services are proposed as part of the development.

- The school will thus be expected to operate and maintain these new services.

2. Two boreholes located on site and earmarked to supply the whole school for the project were drilled in January 2025 and the yield results were found to be insufficient. Consequently, a request for additional funds for new boreholes and development of a borehole wellfield has been submitted to the Client.

- This will ensure sufficient supply of water for the facility as per the Borehole Drilling specialists report.
- It will be necessary to monitor the borehole water levels for any abnormal behaviour at regular intervals.

3. In order to minimise the risk of subsidence due to ingress of water into the ground, all water bearing conduits / systems have been designed to be watertight.

- This includes water supply pipes and tanks, sewer pipes, storm water pipes and drains, electrical cables sleeves, etc. The designs and installation work of these services at construction stage shall allow for this aspect strictly.
- Further, as part of the operation and maintenance activities by the school, it will be necessary to conduct regular inspections of the reticulation systems to ensure that water tightness is maintained at all times.

4. The above preventative and monitoring procedures are included as part of the Dolomite Risk Management Plan to prepared for the site as part of the project documentation.

Additional references to be made to the Civil Engineer's Civil Works: Phase 1 Bill of Quantities.

Note:

- A detailed scope will be provided in the RFP stage.
- Additional References to be made to the Stage 4 Documentation in conjunction with the relevant Bills of Quantities and Specifications. All pending Regulatory Applications & Approvals are to be sought from stakeholders that include the Surveyor General's Office (Subdivision & Consolidation), JB Marks Local Municipality (Building Planning Approvals), Council for Geoscience (Co-signing of Municipal Approved SDP), DEDECT (EIA Approval), and SAHRA (Heritage Impact Assessment) before construction starts.

DEVELOPMENT SUMMARY

LANDSHARES SCHEDULE	
FACILITY	
PRIMARY SCHOOL CLUSTER (incl. Sports fields)	4,74ha
SECONDARY SCHOOL CLUSTER (incl. Sports fields)	6,62ha
AGRICULTURAL CENTRE	3,9ha
TEACHER DEVELOPMENT CENTRE	0,27ha
PRIMARY SCHOOL BOYS & GIRLS HOSTEL CLUSTERS (incl. Kitchen & Dining complex)	4,35ha
SECONDARY SCHOOL BOYS & GIRLS HOSTEL CLUSTERS	3,22ha
ANCILLARY SPACES (Main Guard House & Visitor's Parking, Solar Farm, Primary Sch. Expansion Area, Sewer Plant, Water Plant, External Circulation)	15,03ha
SITE COVERAGE OVERVIEW	
TOTAL SITE AREA	68,34ha
PROPOSED DEVELOPMENT AREA (as given in Landshares Schedule)	38,12ha
AREA RESERVED FOR FUTURE FARMING ACTIVITY	25,97ha
DOLOMITE COVER (Medium hazard zones)	4,25ha
TOTAL DEVELOPABLE AREA	64,1ha

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1. **EDUCATIONAL FACILITIES**
 - a. **PRIMARY SCHOOL CLUSTER**
Construction of the following buildings and spaces - provided in a combination of single and double storey block configurations;
 - 1 x Large Administration Block, 2 x Grade R Classrooms, 15 Classrooms, HOD Offices, Staff & Learners Ablutions (incl. universal w/cs), 1 x Science Laboratory, 1 x Multi-purpose Classroom, 1 x Computer Room & Tuck-shop, Shared Multi-Purpose Hall & Media Centre, Storerooms and Covered Carports (29 bays incl. 2 universal parking bays)
 - b. **SECONDARY SCHOOL CLUSTER**
Construction of the following buildings and spaces - provided in a combination of single and double storey block configurations;
 - 1 x Large Administration Block, 15 Classrooms, 4 x HOD Offices, Staff & Learners Ablutions (incl. universal w/cs), 1 x Science Laboratory, 1 x Multi-purpose Classroom, 1 x Library, 1 x Computer Room & Tuck-shop, 3 x AMP Classrooms & Workshops, Storerooms & Covered Carports (29 bays incl. 2 universal parking bays)

- c. **TEACHER DEVELOPMENT CENTRE**
Construction of 2 blocks in single storey configuration;
 - Computer room & Offices and Meeting/Training Rooms

- d. **AGRICULTURAL CENTRE & SCHOOL FARM**
Construction of the following buildings, spaces and specialist provided structures as per Agricultural Engineers' specifications;
 - Mini-Eggs Handling & Packaging plant, Farm Materials Storage Shed, Workshop & Plant Repair Building, Staff Ablutions & Wash-area, 5 x 1000 Layer Chickens Buildings, Packhouse Facility, 3 x Shed-net Greenhouses, Hydroponics Production Tunnels and a Hydroponics Tunnels for Aquaponics Unit.

2. **HOSTEL FACILITIES**
Construction of the following buildings and spaces - provided in a combination of single and double storey block configurations;

- a. **PRIMARY GIRLS HOSTELS – (256 beds)**
 - 3 x Type A Hostels (double-storey), 1 x Type A1 Hostel (single-storey), 1 x Type B Hostel (Grade R Learners), 1 x TV Room & Multi-purpose Room, Hostel Mother's House and Guard House
- b. **PRIMARY BOYS HOSTELS – (256 beds)**
 - 3 x Type A Hostels (double-storey), 1 x Type A1 Hostel (single-storey), 1 x Type B Hostel (Grade R Learners), 1 x TV Room & Multi-purpose Room, Hostel Master's House and Guard House
- c. **SECONDARY GIRLS HOSTELS – (250 beds)**
 - 2 x Type C Hostels (double-storey), 1 x Type C1 Hostel (single-storey), 1 x TV Room & Multi-purpose Room, Hostel Mother's House and Guard House

APPLICABLE BUILDING REGULATIONS & STANDARDS	
-	Conform to all specified and applicable Building Regulations and Standards
-	Provide Mechanical and Fire systems as per Mechanical Engineers' Specifications and Bills.
-	Provide Power, Lighting and Security systems as per Electrical Engineers' Specifications and Bills.
-	Construct buildings and support infrastructure as per the PSPs drawings and specifications.
GENERAL CONSTRUCTION NOTES	
-	1 x Farm Manager's house (Type B), 2 x Farm Supervisors' houses (Type B) and 2 x Farm Staff houses (semi-detached, Type C)
b.	FARM STAFF HOUSES
-	Primary School: 1 x Principal's House and 1 x Deputy Principals
-	Secondary School: 1 x Principal's House, 2 x Deputy Principals
a.	TEACHING STAFF HOUSES – Type A units
-	Construction of the following buildings with on-site parking provision per unit - provided in either a stand-alone or a semi-detached single storey configuration;
5.	STAFF RESIDENCES
-	Girls' and Boys' Sports Changing Rooms
-	2 x Netball courts
-	2 x Basketball courts
-	1 x 60m x 100m Soccer Field
b.	SECONDARY SCHOOL SPORTS FIELDS
-	Girls' and Boys' Sports Changing Rooms
-	2 x Netball courts
-	2 x Basketball courts
-	1 x 60m x 80m Soccer Field
a.	PRIMARY SCHOOL SPORTS FIELDS
4.	SPORTS FACILITIES
d.	MAIN GATE GUARD HOUSE
-	Primary School Cluster, Secondary School Cluster, School Farm, Main Eskom & Solar Power Substations.
c.	SERVICE BUILDINGS – 5 x Electrical Substations
b.	HOSTEL MANAGER'S OFFICE, LAUNDRY & MAINTENANCE BUILDING
-	Common Kitchen with separate 500-capacity dining halls.
a.	SHARED KITCHEN AND DINING
3.	SUPPORT FACILITIES
-	2 x Type C Hostels (double-storey), 1 x Type C1 Hostel (single-storey), 1 x TV Room & Multi-purpose Room, Hostel Master's House and Guard House
d.	SECONDARY BOYS HOSTELS – (250 beds)

Construction of the proposed Rysmierbuit Mega Farm School is to comply with, among other regulations, the following Statutory Regulations;

1. South African Schools ACT of 1996 ACT 84
2. Regulations relating to Minimum uniform Norms and Standards for Public School Infrastructure Guideline
3. Framework for infrastructure delivery and procurement management 2019 (FIDPM)
4. National Buildings Regulations and Building Standards Act 103 of 1977
5. Compliance with the Dolomite Risk Management Plan to satisfy DPWR Regulations on Development on Dolomitic Land (Sans 1936 – Parts 1 to 4: Development of Dolomite Land (DSS))
6. Compliance with recommendations from the Council for Geoscience (CGS)
7. Occupation and Health Act 85 of 1993
8. Spatial Planning and Land use Management Act (Act 16 of 2013) and respective Municipal By LAWS.
9. National Heritage Resource Act (Act 25 of 1999)
10. National Environmental Management Act (Act 107 of 1998)
11. Traffic Impact Assessment in Accordance with the respective local, provincial and National roads authorities' provisions.
12. National Water Act 36 of 1998
13. Provisions of the Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)
14. Environmental Impact Assessment regulations

4 Returnable documents

4.1 Eligibility Returnable documents

Important note to Service Providers: The relevant supporting documents to the organisation bidding, i.e., Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney were applicable, or ID documents, all as referred to in the foregoing forms listed in Part 2.A, must be inserted here.

INSERT HERE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH-WEST EDUCATION DEPARTMENT									
BID		NUMBER:		EDU 04/25 NW		CLOSING		DATE:	
DESCRIPTION		EXPRESSION OF INTEREST FOR GRADE 9GB CONTRACTORS OR SUITABLY QUALIFIED JOINT VENTURES FOR CONSTRUCTION OF RYSMIERBUL							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		MS T Keetile		CONTACT PERSON		Mr MM Mollootimile		TELEPHONE NUMBER	
TELEPHONE NUMBER		018 388 4091		TELEPHONE NUMBER		018 388 1802		FACSIMILE NUMBER	
E-MAIL ADDRESS		tkeetile@nwpg.go v.za		E-MAIL ADDRESS		mmollootimile@nwpg.g ov.za		SUPPLIER INFORMATION	
NAME OF BIDDER				POSTAL ADDRESS				STREET ADDRESS	
TELEPHONE NUMBER		CODE		TELEPHONE NUMBER		CODE		CELLPHONE NUMBER	
FACSIMILE NUMBER		CODE		FACSIMILE NUMBER		CODE		E-MAIL ADDRESS	
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE		SYSTEM PIN:		R O		CENTRAL SUPPLIER DATABASE No:	

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. BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.4. BIDDER 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
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**PART B
TERMS AND CONDITIONS FOR BIDDING**

SBD 1

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	[IF YES ENCLOSE PROOF] Yes ☐ No ☐	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	[IF YES, ANSWER THE QUESTIONNAIRE BELOW] Yes ☐ No ☐
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.			

- THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

AUTHORITY TO SIGN AN EOI

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

A. COMPANIES

If a service provider 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 EOI to do so, as well as to sign any contract resulting from this EOI and any other documents and correspondence in connection with this EOI and/or contract on behalf of the company must be submitted with this EOI, that is before the closing time and date of the EOI.

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 EOI 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 EOI as well as any contract resulting

from the Eol and any other documents and correspondence in connection with this Eol 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 Eol, a certified copy of the Founding Statement of such corporation shall be included with the Eol 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 Eol 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 Eol, together with the resolution by its members authoring a member or other official of the co-operative to sign the Eol 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 Eol 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:

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)

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? ☐ YES / ☐ NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? ☐ YES / ☐ NO
- 2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3 DECLARATIONS

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

(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).

2. DEFINITIONS

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{\max} = \text{Price of highest acceptable tender}$$

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51%+ Women owned	3	6		
51%+ Black owned	2	4		
51%+ Youth owned	2	4		
Enterprises Located in North West Province	1	2		
51%+ Disability owned	2	4		
MAX POINTS	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm:

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
.....	

RECORD OF ADDENDA TO BID DOCUMENTS (IF APPLICABLE)

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

ADDENDUM No.	DATE	TITLE OR DETAILS

Attach additional pages if more space is required.

SERVICE PROVIDERS NAME: _____

SERVICE PROVIDERS ADDRESS: _____

PRINT FULL NAMES: _____

Position: _____

SIGNATURE _____

DATE _____

(Duly authorised to sign on behalf of the service provider)

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:
Professional Body:		Category of Registration:		Registration Number:
Name of Employer (Contractor):				
Current position:			Years with Contractor:	
Employment Record:				
Experience Record Pertinent to Required Service:				
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.

PARTICIPATION CONFIRMATION LETTER

SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

DATE

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 aswith Professional registration numberand 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.

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).

4.3 Technical Returnable documents

CONTRACTOR'S EXPERIENCE ON EXECUTION OF PROJECTS

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

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

C Any other comments:

YES	NO
-----	----

B Would you consider / recommend this Contractor again?

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

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

Contract value: _____

Construction period: _____

Project Commencement Date: _____ Completion Date: _____

D My contact details are:

Telephone: _____

Cell phone: _____

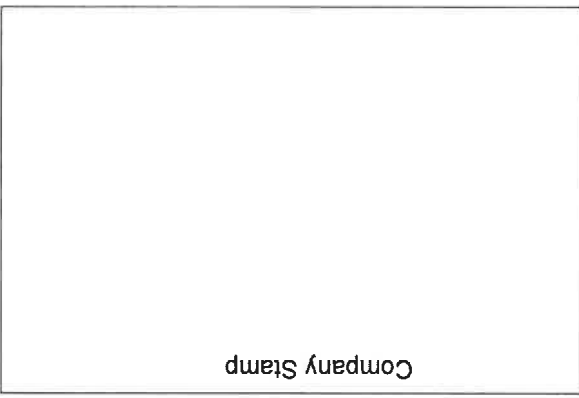
Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day

of _____ 20____

Signature of Project Manager



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

Name of Contractor: _____
Make as many copies of this page as required.
APPOINTMENT LETTERS, FINAL CERTIFICATES OF COMPLETION, AND CLIENT REFERENCE LETTER
Complete the NWED Reference form for at least 3 projects submitted above as completed. Only full signed forms by the client or client's letter containing the required information in the form will be accepted.

Stage 1: Eligibility of Contractors

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

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

1. SBD 1: Invitation to Bid - **Compulsory**
2. Authority to Sign this Bid. - **Compulsory**
3. Notarised Joint Venture Agreement or Consortium Agreement **where applicable**
4. Central Supplier Database (CSD)- **Non-Compulsory**
5. Valid proof of registration with the CIDB – **Grade 9GB or Higher Compulsory**
6. Personnel must be professionally registered with the relevant Council (SACAP, ECSA, SACQSP, and SACPCMP)- **Compulsory**

The following documents must be returned with the bid:

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

Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders that score more than 50 % on each criterion (A1, B1, & B2) and 70 points as the minimum functionality threshold for all criteria will qualify. To receive points proof must be provided.

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

Table 1: Summary of Functionality / Quality Criteria

Functionality Criteria				Points Allocation
A1	Experience of the contractor on previous projects of a similar nature	60	40	
B1	Qualifications of the personnel	20		
B2	Experience of personnel	20		
TOTAL POINTS			100	

Only bidders that score more than 50 % on each criterion (A1, B1, & B2) and 70 points as the minimum functionality threshold for all criteria will qualify.

A. EVALUATION SCHEDULE: CONTRACTOR'S EXPERIENCE (60 points)

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

Full description of the project

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

A1 - Evaluation sub-criteria: Contractor's Experience on Similar Projects (60 points)		Projects can be submitted for each criteria and will be scored accordingly, e.g. (1 > R 30m = 20) + (1 > R18m = 15) + (1 > R9m = 10) gives a total of 45 points out of 60 for the bidder.)	
Sub Criteria		Points Awarded	
Bidder has managed and/or executed and completed 3 projects to the value of R30m and above for each project (20 points per project)	60		
Bidder has managed and/or executed and completed 3 projects to the value of R18m – R30m (15 points per project)	45		
Bidder has managed and/or executed and completed 3 projects to the value of R9m – R18m (10 points per project)	30		
Bidder has managed and/or executed and completed 3 projects to the value of R1m – R9m (5 points per project)	15		
No submission	0		

B. EVALUATION SCHEDULE: KEY PERSONNEL (40 points)

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

- Relevant Qualifications (bidders are to include copies of the relevant qualifications of key individuals signed by the owner of the qualification)
- Relevant registration with professional bodies (bidders are to include copies of the relevant registration certificates of individuals signed by the owner of the professional registration)

- Detailed CVs for each member of the team noting their specific post registration relevant project experience, project description, role and responsibility and project value. Refer to Returnable document.
- Maximum of one (1) qualification per competency must be submitted and will be evaluated.
- If more is submitted, all will be evaluated and the worst 1 selected.
- If personnel are not available for any project due to other commitments the Service Provider is to replace the resource with an equivalent or better resource and must be approved by the Client.
- Project Managers may also be approved via the following qualifications:
 - Project Management Professional (PMP)
 - Project Management Institute Construction Professional (PMI-CP)
 - Bachelor's of Engineering (BEng) (Only with relevant experience)
 - Engineering Management degrees of NQF level 8 and above
- The point allocation in the first/second column of B1 under qualifications (Bachelor's degree(NQF L8 and above/NQF L7)) may be made for such project managers. PMP and PMI-CP may receive the point allocation of the second column.

B1 – Evaluation sub-criteria: Qualifications of proposed key personnel (20 points)					
Name of Proposed Key Personnel		Qualifications (100 points)			
		Bachelor's degree (NQF L8 or above)	Bachelor's degree (NQF L7)	Diploma (NQF L6-7)	Not submitted
Professional Civil / Structural Engineer	18	0	0	0	0
Professional Architect	18	16	0	0	0
Professional Quantity Surveyor	18	16	0	0	0
Procurement specialist	16	14	10	0	0
Construction Project Manager	18	16	12	0	0
Health and Safety officer	12	10	8	0	0
		Maximum points			
		Maximum Weighted Points			
		20			
The Maximum points will be divided by five (5) to determine the Maximum Weighted Points.					

B2 – Evaluation sub-criteria: Experience of proposed key personnel (20 points)				
Name of Proposed Key Personnel	Experience of proposed key personnel (100 points) Professional experience is only valid post-registration to the relevant council.			Maximum points
	10+ Years	Between 5-9 Years	Between 1-4 Years	
Professional Civil / Structural Engineer	18	14	9	0
Professional Architect	18	14	9	0
Professional Quantity Surveyor	18	14	9	0
Procurement specialist	16	14	8	0
Construction Project Manager	18	14	9	0
Health and Safety officer	12	10	8	0
Maximum points				100
Maximum Weighted Points				20
The Maximum points will be divided by five (5) to determine the Maximum Weighted Points.				

Signed by: Mr M.S Tutubalang
 Signed on the: MAHIKENG
 Reason: I approve this document
 30/07/25

BSC-Chairperson

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts

General Conditions of Contract

1. Definitions

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.

15.	Warranty	33.	National Industrial Participation Programme (NIPP)
16.	Payment	32.	Taxes and duties
17.	Prices	31.	Notices
18.	Contract amendments	30.	Applicable law
19.	Assignment	29.	Governing language
20.	Subcontracts	28.	Limitation of liability
21.	Delays in the supplier's performance	27.	Settlement of disputes
22.	Penalties	26.	Termination for insolvency
23.	Termination for default	25.	Force Majeure
24.	Dumping and countervailing duties	24.	

- 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 and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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

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

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

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

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

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

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

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

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

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

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

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

6.3.2. a cashier's or certified cheque

6.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

7 Inspections,

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

7.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Warranty
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract
18.1 No variation in or modification of the terms of the contract shall be amendments made except by written amendment signed by the parties concerned.
19. Assignment
19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

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

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

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

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

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

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

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

22. Penalties
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

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

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

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

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

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

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 23.6.2. the date of commencement of the restriction
 23.6.3. the period of restriction; and (iv) the reasons for the restriction.

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

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

Anti-dumping and
 Countervailing

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or provisional payment or anti-dumping or countervailing duties are imposed, or the amount of a countervailing right is increased in respect of any dumped or subsidized import, the State is not liable 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 contract or any other contract or any other amount which may be due to him
24. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 24.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
25. Termination for 26.1 The purchaser may at any time terminate the contract by giving written notice to insolvency the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
26. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and Disputes the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.1. Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of liability
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 documents pertaining to
29.1 The contract shall be written in English. All correspondence and other the contract that is exchanged by the parties shall also be written in English.

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

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

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

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

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

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

33. National
33.1 The NIP Programme administered by the Department of Trade and Industry shall be Industrial Participation (NIP) Programme applicable to all contracts that are subject to the NIP obligation