



Bid No: ZNB 0040 E/2021/2022

NAME OF BIDDER:

(To be filled in by service provider)

NB: Once the bidder has downloaded the document, the bidder must e-mail Company Name and contact details so that the Department will be able to update on any further developments. E-mail: Nkosinathi.Mncube@kzndoe.gov.za

Type of Bidder (Tick One Box)

<input type="checkbox"/>	One-person Business/Sole Trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public Company
<input type="checkbox"/>	Private Company
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Consortium/Joint Venture
<input type="checkbox"/>	Co-operative
<input type="checkbox"/>	Participation Capacity (Tick One Box)
<input type="checkbox"/>	Prime Contractor
<input type="checkbox"/>	Supplier/Sub-Contractor

RETURN OF BIDS

Bids must be deposited in the bid box situated at: Department of Education, Visitor's Main Entrance, First Floor: Tender Box, 228 Pietermaritzburg Street (NED Building), Pietermaritzburg
 Issued By: The Department of Education, 228 Pietermaritzburg Street, Pietermaritzburg

PRE-QUALIFICATION CRITERION FOR PREFERENTIAL PROCUREMENT

Bidders who meet the following undermentioned requirement will be considered:

- a) B-BBEE – Level 1
- b) EME or QSE

TABLE OF CONTENTS.

PAGE	CONTENTS
1.	Definitions
3-4	Check List for Bidders
2.	SBD 1 – Invitation to Bid
	SBD 3 – Special Instructions and Notices to Bidders regarding the completion of Bidding Forms.
	SBD 3.1 – Specification
	SBD 4 – Declaration of Interest.
26-30	SBD 6.1 – Preference points claim form in terms of the preferential procurement regulations 2017
31-32	SBD 7.2 – Contract Form – Rendering of Services
33	SBD 8 – Declaration of Bidders Past Supply Chain Management Practices
34	SBD 8.1 – Registration on the central supplier's database.
35	SBD 8.2 – Declaration that Information on Provincial Supplier Database is Correct and up to date.
36-37	SBD 9 – Certificate of Independent Bid Determination
38-43	SBD 11 – Authority to Sign a Bid
Part B	
	Special Conditions Of Contract
1-8	Part C – General Conditions of Contract
	Part D – References
1	Part E – Certificate of Compliance with Tender Documentation
1-2	Annexure A – Specification for the Cleaning of fuel tanks

Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing. Preferably the Department would like to have your Bid Document in a well filed and neatly bound manner. All attachments must be bound to the back of the bid document

Definitions.

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 0040 E/2021/2022**.

2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 0040 E/2021/2022**.

3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.

6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

7. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.

8. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).

9. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

10. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

11. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen,

I) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or

II) who is a female; and/or

III) who has a disability;

Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.

12. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

13. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

14. **“Person”** includes reference to a juristic person.

15. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.

16. **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

17. **“Small Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

18. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2001.

19. **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

20. **“Youth”** mean all persons between the ages 18 to 35.

CHECK LIST FOR THE BIDDER

Standard bid documentation:		COMPLIANCE
Part A	Standard relevant and important information	YES NO
SBD 1	Invitation to Bid	YES NO
SDB 3	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	YES NO
SBD 3.1A	Special conditions of bid and specification	YES NO
SDB 4	Declaration of Interest	YES NO
SDB 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	YES NO
SBD 6.2	Declaration certificate for local production and content for designated sectors	YES NO
SBD 7.2	Contract Form – Rendering of Services	YES NO
SBD 8	Declaration of Bidders Past Supply Chain Management Practices	YES NO
SBD 8.1	Registration on the central suppliers database	YES NO
SDB 8.2	Declaration that Information on Provincial Supplier Database is Correct and up to date.	YES NO
SDB 9	Certificate of Independent Bid Determination	YES NO
SDB 11	Authority to Sign a Bid	YES NO
Part B	Special Conditions Of Contract	YES NO
Part C	General Conditions of Contract	YES NO
Part D	References	YES NO
Part E	Certificate of compliance with tender document	YES NO
COMPULSORY RETURNABLE DOCUMENTS		
Schedule 1	B-BBEE Certification	YES NO
Schedule 2	Letter of good standing with rating issued by the bank	YES NO
Schedule 3	Submission of a valid CIDB grade 1 GB certificate or higher	YES NO
Schedule 4	References	YES NO
Schedule 5	Certificate of Compliance with Tender Documentation	YES NO

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

SBD 1

Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF EDUCATION

BID NUMBER:	ZNB 0040E/2021/22	DATE:		CLOSING TIME:	11:00
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APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Education

Government Employee's Main Entrance, Ground Floor Foyer: Bid Box

228 Pietermaritz Street, Pietermaritzburg

BIDDING PROCEDURES AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr F.E. Radebe
E-MAIL ADDRESS: Fusi.Radebe@kzndoe.gov.za / nkosinathi.mncube@kzndoe.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER
TELEPHONE NUMBER
CELLPHONE NUMBER
VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE TAX COMPLIANCE SYSTEM PIN:
OR
CENTRAL SUPPLIER DATABASE No:
MAAA

B-BBEE STATUS LEVEL
TICK APPLICABLE BOX
Yes No
B-BBEE STATUS LEVEL
TICK APPLICABLE BOX
Yes No
VERIFICATION CERTIFICATE
Yes No
SWORN AFFIDAVIT
Yes No

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?
Yes No
If yes enclose proof

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.

NZB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. **BID SUBMISSION:**
 - 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

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

SIGNATURE OF BIDDER/REPRESENTATIVE: _____
 CAPACITY UNDER WHICH THIS BID IS SIGNED: _____
 (Proof of authority must be submitted e.g. company resolution)
 DATE: _____

SBD 3

Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Kwazulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that:
 - (a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the Kwazulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the Kwazulu-Natal Conditions of Contract, with which I/We am fully acquainted;
 - (c) If I/We withdraw my bid within the period for which I/We have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/We will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

3. I/We furthermore confirm that I/We have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

CONDITIONS OF BID

SBD 3 (continued)

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

SIGNATURE OF BIDDER OR DULY

NAME IN BLOCK LETTERS

AUTHORISED REPRESENTATIVE

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SBD3.1A

SPECIFICATION: APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRIC, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

1. BACKGROUND

The Department of Education is required to ensure good working and learning conditions. This involves:

- Ensuring that schools have enough classrooms to accommodate learners and kitchens to prepare food for National School Nutrition Programme
- Ensure water availability and accessibility to schools, promoting good health and hygiene. Where there is no running water there is a need for borehole installation so that that schools can have clean water to drink, wash hands and to keep the classrooms clean, etc.
- Ensure that all offices and school buildings and equipment's are properly maintained and repaired whenever need arises

The purpose of this bid therefore is to establish and maintain a database of competent, suitably qualified and experienced, pre-approved and verified service providers for the Department of Education to assist the Department with installations, proper maintenance and necessary repairs to its facilities including schools and non-school buildings, for a period of (3) years (With an option to extend contract period for a further two (2) years).

2. SCOPE

2.1 Description of Service

This is a multi-discipline bid encompasses mechanical, electrical, building, plumbing and any other work discipline on a build environment including all maintenance and repairs needed by the Department of Education in all of its facilities. All service providers who have submitted their bids will be evaluated and those who meet all the requirements will be in the approved departmental database that will be used as and when the above indicated work is required. Service providers are requested to bid only for the services in respect of their own field of expertise and CIDB registration categories as listed in Schedule B.1.1 to B.1.4 In this regard, bidders will be required to provide proof of qualifications, experience and CIDB registrations.

It shall be assumed that bidders are suitably qualified and experienced to carry out servicing as well as major repairs and replacements. Bidders wishing to be considered for servicing work only and not for major repairs or replacements are requested to clearly indicate this requirement in the documentation submitted with this bid.

2.2. Work in conjunction with other service providers

During the Installation of Boreholes, Water Tanks on Galvanized Stands and Reticulation, Installations and relocation of mobile classrooms and mobile kitchens service providers on the approved panel will be subcontracted by the awarded prime contractor. Again successful service providers may be required to execute works in conjunction with other disciplines on the same site. They will be required to co-ordinate their services with others to prevent any conflict on site and maintain the best interest of the Department of Education at all times.

2.3 Work Directly with the Department of Education

For all other build environment functions, maintenance and repairs needed by the Department with the exception of installation of boreholes, mobile classrooms and kitchen and relocation, the service providers on the panel will be awarded through the quotation procurement processes. Successful service providers will be required to supply all transport, materials, labour, plant and tools necessary to complete the works for which they have been contracted by the Department of Education, including full financial resources for the entire works.

3. GENERIC SAFETY PLAN

A generic safety plan specific to the bidders CIDB category shall be included in the documentation submitted to the Department of Education for evaluation at the time of bid submission. Failure to submit this document may result in the bid being adjudicated non-responsive.

4. PROJECT / WORK SPECIFICATIONS

All project materials, equipment and workmanship shall comply with the latest amended and applicable SANS Specifications and Regulations, the Occupational Health and Safety Act, Act 85 of 1993 and applicable Municipal by-laws and any special requirements of the Local Supply Authorities.

5. SERVICES PROVIDED BY THE EMPLOYER

Water and electricity shall be provided free of charge to successful service providers during the execution of works. Sanitary conveniences may be made available, alternatively the successful service provider may be required to provide this service at his cost.

6. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

Successful service providers shall be responsible for the arrangements in connection with staff accommodation and the safe storage of all tools, equipment, plant and materials during the execution of the works and until the completed works has been handed over to the Department of Education.

Delivery, off-loading and placing into the required positions of equipment and plant shall be the responsibility of the successful service provider.

7. INVOICES

Original invoices submitted to the Department of Education for payment shall include the following minimum information:

- a. Name of the school or facility
- b. Copy of the official order including the full scope of works
- c. Detailed list of materials including the service provider's mark-up
- d. Labour hours, applicable rate and sub-total
- e. Kilometres travelled, applicable rate and sub-total
- f. VAT
- g. TOTAL

In addition to the above, the service provider shall also include invoices for materials from bona fide suppliers, manufacturers or agents.

No claims for additional works shall be entertained unless fully motivated and supported in writing by a representative of the Department of Education.

Similarly, any overtime work shall only be entertained if fully motivated and supported in writing by a representative of the Department of Education. Every endeavour shall however be made to execute the works during normal working hours.

8. GUARANTEE PERIOD

Successful service providers shall unconditionally guarantee all workmanship for a period of six (6) months from the date of handover to the Department of Education.

Successful service providers shall unconditionally guarantee all equipment and materials for a period of twelve (12) months from the date of handover to the Department of Education.

9. RESPONSE TO EMERGENCY WORK

Service providers shall be available for emergency work 24 hours a day, 7 days a week including public holidays.

10. QUALIFICATIONS

Bidders shall submit proof of qualifications with this document of all staff in the form of certified copies, including but not limited to the following:

- a. Skilled Artisans and Technicians – Trade tested or NQF level 4 qualifications.
- b. Coded Welder – Competence Welder's Performance Certificate.
- c. Apprentice – Registered apprenticeship.
- d. Semi-skilled – Minimum of three years' experience.
- e. Un-skilled – Manual labourer or assistant.
- f. LP Gas installations – Registration with SAQCC as a LP Gas installer.
- g. Safe handling of refrigerant – Certificate for the safe handling of refrigerant.
- h. Specialist cleaning of fuel tanks associated with generators – Conform to the minimum specifications as per **Annexure A** attached.
- i. NOTE: The services of Labour Brokers are specifically excluded from this period contract.

11. RATES: LABOUR, SUBSISTENCE AND TRANSPORT

12.1 Labour Rates: The Department of Education is offering maximum labour rates in line with the most current and applicable Department of Labour guidelines as indicated in **Schedule C.1.1**. These labour rates shall be updated annually. Rates shall be taken to be inclusive of supervisory, administrative costs, sundries and profit.

12.2 Subsistence Tariffs: The Department of Education is offering subsistence rates in accordance with present Government Tariffs for Subsistence as summarised in **Schedule C.1.2**. These tariffs shall be updated annually and are applicable per 24 hour period only, that is, claims in respect of food and beverages of “day trips” are excluded. Accommodation may be claimed on a proven cost basis but will exclude laundry, alcoholic beverages and telephone costs.

12.3 Transport Tariffs: The Department of Education is offering travel rates in accordance with present Department of Transport tariffs as summarised in **Schedule C.1.3**. These tariffs shall be updated annually. These tariffs shall be taken to include tolls, maintenance, insurance, depreciation, delays etc.

12. SCHEDULE OF ITEMS BIDDED FOR

Bidders shall complete the Schedule of Items Bidded for in **Schedule D**

13. AWARDING OF WORK – GENERAL CONTRACTING METHOD

For maintenance, repairs and emergency work a minimum of three (3) quotations shall be called for taking into account the site location (proximity to the site) and CIDB grading requirements. In this regard, standard quotation documentation has been developed by the Department of Education for implementation by School Governing Bodies, District Offices and Head Office staff. Projects executed on this period contract shall not exceed **R 500 000.00** in value per project. For relocation and installation of mobile classrooms, kitchens and boreholes, contractors on the panel database will be subcontracted by the awarded prime contractors.

15. AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR

No switching of live electrical switchgear shall be done by an unauthorized person. The following persons are authorized to do switching on live electrical switchgear:

(a) **Low voltage switchgear (1000V and lower)**
Accredited Installation Electrician

(b) **High voltage switchgear (1000V and higher)**
Accredited Installation Electrician who successfully completed an acceptable high voltage switching course at an approved authority. Proof of qualification is to be included in the bid document.

SCHEDULE B.1.1 MECHANICAL SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CDB CATEGORY
1.1.1	Air conditioning plant including air and water cooled chillers, cooling towers, circulating pumps, piping, pipe insulation, air handling units and associated equipment.	ME
1.1.2	Unitary type air conditioning units including window/wall, console and split type units.	ME
1.1.3	Refrigeration plant including cold and freezer rooms and domestic type refrigerators and freezers.	ME
1.1.4	Ventilation plant including exhaust canopies, fans, attenuators and associated equipment.	ME
1.1.5	Sheet metal ducting associated with air conditioning plant and ventilation plant including insulation.	ME
1.1.6	Building management systems.	ME or EB
1.1.7	Electrically heated hot water storage vessels and domestic type electric geysers.	ME or EB
1.1.8	Heat pump water heating systems including refrigeration equipment, water piping and pipe insulation.	ME
1.1.9	Solar water heating systems including water piping and pipe insulation.	ME
1.1.10	LP Gas installations and associated pipe reticulation and fittings.	ME
1.1.11	Dairy milking systems including associated equipment and piping.	ME
1.1.12	Abattoir equipment including poultry and meat production plants.	ME
1.1.13	Milk pasteurisation equipment.	ME
1.1.14	Generator sets and associated equipment including electrical panels and cabling.	ME or EB or EP
1.1.15	Diesel engines.	ME
1.1.16	Specialised cleaning of fuel tanks associated with generators.	Refer Clause 13.8

ME or EB	Kitchen equipment including electrical and mechanical connections.	1.1.17
ME or EB	Laundry equipment including electrical and mechanical connections.	1.1.18
ME	Sewerage purification plants including pumps, dosing equipment, reticulation and associated equipment.	1.1.19
ME	Water treatment plants including pumps, dosing equipment, reticulation and associated equipment.	1.1.20
ME	Irrigation systems including reticulation and associated equipment.	1.1.21
ME	Independent testing of water quality including water and sewerage treatment plants.	1.1.22
ME	Supply and routine testing of water treatment chemicals for water and sewerage treatment plants.	1.1.23
ME	Swimming pool pumps, filters and associated water piping.	1.1.24
CE or ME	Borehole drilling and associated equipping complete.	1.1.25
SF	Fire booster systems including all associated equipment, pumps, electrical and diesel motors, control and electrical panels and pipe reticulation including sprinkler installations, fire hose reels and fire hydrants, but excluding fire extinguishers.	1.1.26
SF	Gas fire suppression systems.	1.1.27
EB	Fire / smoke detection systems.	1.1.28
ME or EB	Lawn mowers.	1.1.29
ME	Tractors.	1.1.30
ME or EB	Metal and wood working equipment.	1.1.31
ME or EB	Roll up doors including mechanical and electrical components.	1.1.32
ME	Hoisting equipment excluding passenger lifts and escalators.	1.1.33
SI	Passenger lifts and escalators.	1.1.34

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

ITEM NO.	SERVICE DESCRIPTION: SEMI-SKILLED LABOUR	CIDB CATEGORY
1.1.35	Industrial cleaning of plant and equipment including kitchen canopies.	ME
1.1.36	Servicing only of fire extinguishers.	SF

SCHEDULE B.1.2 ELECTRICAL SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY
1.2.1	LV electrical installations in buildings.	EB
1.2.2	Electrical reticulation in buildings.	EB
1.2.3	Verification and issue of Compliance Certificates in terms of SANS 10142.	EB
1.2.4	MV transformers, Switchgear and installations.	EB
1.2.5	Street and area lighting.	EP
1.2.6	Substation and lightning protection systems.	EP
1.2.7	Uninterrupted power supplies (UPS).	EB
1.2.8	Rewinding and repairs to electric motors and alternators.	EB
1.2.9	Access control systems.	EB
1.2.10	CCTV and burglar alarms.	EB
1.2.11	Thermal imaging.	EB
1.2.12	PA systems.	EB
1.2.13	Semi-skilled electrical work and installations.	EB

SCHEDULE B.1.3 BUILDING SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY
1.3.1	All general non-specialist building related services including structural concrete work.	GB
1.3.2	Specialist glazing and glass partitioning.	SG
1.3.3	Specialist water proofing of roofs and walls.	SN
1.3.4	Specialist steel security fencing and pre-cast concrete fencing.	SQ
1.3.5	Specialist structural steelwork fabrication and erection.	SL
1.3.6	Specialist timber structures and buildings.	SM
1.3.7	Asphalt driveways and parking areas.	SB
1.3.8	General flooring.	GB
1.3.9	General painting.	GB
1.3.10	General tiling.	GB
1.3.13	Semi-skilled building work.	GB

SCHEDULE B.1.4 PLUMBING SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY
1.4.1	Water supply, plumbing, wet services and drainage for buildings.	SO
1.4.2	Storm water reticulation and management.	CE
1.4.3	Sewage reticulation and management.	CE
1.4.4	Desludging of VIP toilets.	n/a
1.4.5	Chemical toilets: supply and maintenance	n/a

All rates excludes VAT

ITEM NO.	DESCRIPTION	NORMAL RATE per 24 hour
2.2.1	Unskilled / Technician / Apprentice / Semi-skilled / Unskilled	R 413,00

SCHEDULE C.1.2: SUBSISTENCE TARIFF All rates excludes VAT

ITEM NO.	DESCRIPTION	NORMAL RATE per hour
2.1.5	Unskilled additional labour only	R 92,00
2.1.4	Semi-skilled excluding labourer	R 183,00
	First year	R 145,00
	Second year	R 195,00
	Third year	R 243,00
	Fourth year	R 340,00
2.1.3	Apprentice excluding labourer:	
2.1.2	Coded welder and assistant excluding labourer	R 407,00
2.1.1	Artisan / Technician and assistant excluding labourer	R 407,00

SCHEDULE C.1.1: LABOUR RATE All rates excludes VAT

ITEM NO.	SERVICE DESCRIPTION: SEMI-SKILLED LABOUR	CIDB CATEGORY
1.4.6	Semi-skilled plumbing services.	SO

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

**SCHEDULE C.1.3: TRANSPORT
TARIFFS**

ITEM NO.	DESCRIPTION	NORMAL RATE 1 Fuel rate per kilometer	NORMAL RATE 2 Time rate at 80 km/hr	NORMAL RATE 3 Total per kilometer
2.3.1	Transport rate per kilometer for Sedans and LDVs.	Petrol Diesel		Petrol Diesel
(i)	Artisan with assistant	R 4,99	R 5,09	R 10,08
(ii)	Semi-skilled driver	R 4,99	R 2,29	R 7,27
		R 4,59		R 6,87
2.3.2	Transport rate per kilometer for other vehicles including driver.			
(i)	2.5 tonne		n/a	R 12,71
(ii)	5 tonne		n/a	R 17,08
(iii)	10 tonne		n/a	R 22,95

KZN DEPARTMENT OF EDUCATION DISTRICTS NOMINATED (service providers must indicate Districts/ of their choice and discipline applying for)

NO	DISTRICT	TICK	DISCIPLINE APPLYING FOR:
1.	Amajuba District		
2.	Pine Town District		
3.	Umlazi District		
4.	Harry Gwala District		
5.	Ilembe District		
6.	King Cetshwayo District		
7.	uGu District		
8.	UMgungundlovu District		
9.	UMkhanyakude District		
10.	UMzinyathi District		
11.	UThukela District		
12.	Zululand District		

The Department may re-allocate service providers once they are approved in the database based on the demand, capacity of service providers and turnaround time to deliver the service or conduct work.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / members / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES** **NO**

2.7.1 If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document YES NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

2.9.1 If so, furnish particulars:

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

2.11.1 If so, furnish particulars:

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

I, THE UNDERSIGNED (NAME AND SURNAME)

4 DECLARATION

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

3. Full details of directors / trustees / members / shareholders.

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

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

- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

YES	NO
-----	----

(Tick applicable box)

7.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	NO
-----	----

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

.....

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

[TICK APPLICABLE BOX]

(Pty) Limited

Company

Close corporation

One person business/sole propriety

Partnership/Joint Venture / Consortium

8.4 TYPE OF COMPANY/ FIRM

8.3 Company registration number:

8.2 VAT registration number:

8.1 Name of company/firm:

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

NB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU- NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES	
1.	
2.	

SIGNATURE(S) OF BIDDER(S)	
DATE:
ADDRESS

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the bidding documents to (name of the DEPARTMENT OF EDUCATION) in accordance with the requirements and task directives / proposals (institution) stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid (SBD forms)
 - Compliance with Tax Matters (Compliance with CSD)
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify) (iii)
 - (ii) (iii)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

<div style="border: 1px solid black; padding: 10px; width: fit-content; margin-left: auto;"> <p style="text-align: center;">WITNESSES</p> <p style="text-align: center;">1</p> <p style="text-align: center;">2</p> </div>	<p>NAME (PRINT)</p> <p>CAPACITY</p> <p>SIGNATURE</p> <p>NAME OF FIRM</p> <p>DATE</p>
--	--

SBD 7.2

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I,, in my capacity as, accept your bid under reference number dated, for the rendering of services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming. 4

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

3. DESCRIPTION OF SERVICE	4. PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCT ON AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	1
2	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8 (to be completed by Company)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature
 Position
 Date
 Name of Bidder

SBD 8.1

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Kwazulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE _____

DATE _____

SIGNATURE

DATE:

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

.....

WHO REPRESENTS (state name of bidder)

.....

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

(To be completed by bidder)

DECLARATION THAT INFORMATION DECLARATION (CSD) IS CORRECT AND UP TO DATE
CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

SBD 8.2

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- I certify, on behalf of _____ (Name of Bidder) that:

following statements that I certify to be true and complete in every respect:

in response to the invitation for the bid made by the KwaZulu-Natal Department of Education do hereby make the following statements that I certify to be true and complete in every respect:

two (2) years)

AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further

ADJUDICATION AND APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT OF EDUCATION WITH MAINTENANCE PROJECTS, SPECIALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF

I, the undersigned, in submitting the accompanying bid: SERVICE: ZNB 0040 E/2021/2022 ADVERTISING,

completed and submitted with the bid.

4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be

3.2 cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.⁴ This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

3.1 disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging²). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

Certificate of Independent Bid Determination

SBD 9

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years), THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

Certificate of Independent Bid Determination (continued)

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- 7.1. prices;
- 7.2. geographical area where product or service will be rendered (market allocation)
- 7.3. methods, factors or formulas used to calculate prices;
- 7.4. the intention or decision to submit or not to submit a bid;
- 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
- 7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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 HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

SBD 11

AUTHORITY TO SIGN A BID

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 on20.....

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

.....
 SIGNATURE.....
 DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every

Partner:

Full name of partner
 Residential address
 Signature

.....

We, the undersigned 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

.....
 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, together with 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 at

Mr/Mrs/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 HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

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 authorising 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/Mrs/Ms....., whose signature appears below, has been

authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign 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 joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on20.....

Mr/Mrs/Ms.....Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

(Name of Consortium)

behalf of:

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on

Mr/Mrs/Ms.....

By resolution/agreement passed/reached by the consortium on.....20.....

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

and date of the bid.

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign 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 consortium must be submitted with this bid, before the closing time

G. CONSORTIUM

IN HIS/HER CAPACITY AS:

SIGNATURE: DATE:

(PRINT NAME)

SIGNED ON BEHALF OF (COMPANY NAME):

IN HIS/HER CAPACITY AS:

PART B: SPECIAL CONDITIONS OF BID

1. BRIEFING SESSION

- a) There will be no briefing session for this bid.
- b) The onus is on the service provider to ensure that they are familiar with the services quoted for.
- c) The prospective bidders are urged to forward their queries for clarity to this email address: fusi.radebe@kzndoe.gov.za / nkosinathi.mncube@kzndoe.gov.za ten (10) days before the closing date.

2. FALSE DECLARATION

- a) All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- b) Any false declaration or internal omission of relevant facts shall be reported to the Department of Education, which on receipt of such a report may disqualify the bidder concerned.

3. VALIDITY OF BIDS

Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders

4. ACCEPTANCE OF BIDS

- a) The Department is not bound to accept the lowest or any portion of the bid and reserves the right not to award.
- b) The financial standing of bidders and their ability to manufacture/supply goods or render services may be examined before their bids are considered for acceptance.

5. CONTRACT PERIOD

- a) The contract period is three (3) years, with a possible extension for a further two (2) years from the date of award.
- b) The KwaZulu-Natal Department of Education reserves the right to terminate the contract should the Awarded Entity fail to fulfil its contractual obligation in terms of this contract.

6. ORDERS

- a) Services shall be rendered only upon receipt of a written official order from the Department of Education.
- b) Services shall be rendered as indicated on the official order or contract as the case may be.

7. WARRANTY

- a) The awarded entity warrants that it is able to deliver to the satisfaction of the Department.
- b) The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the department in terms of this bid.

8. PAYMENT AND INVOICING

- a) Payment will only be processed by the appropriately authorised officials upon receipt and verification of invoices.
- b) Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Department.
- Invoices must clearly indicate the order number, invoice number and comply with VAT Act.
- Payments shall be done normally within 30 days after receipt of an acceptable, valid invoice.

9. CANCELLATION OF BID

The Department reserves the right to cancel the bid.

10. AMENDMENT OF BID CONDITIONS, ORDER, STIPULATIONS OF CONTRACT, ETC.

No agreement to amend or vary the bid conditions or order or stipulations of contract shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the department Bid Adjudication Committee and the Head of the Department.

11. TAX CLEARANCE MATTERS

Bidders (including each party to a joint venture/consortium) must ensure that their tax affairs are in order and their tax status on the Central Supplier Database (CSD) is compliant. Bidders who fail to comply with this provision will not be considered for award.

12. CENTRAL SUPPLIERS DATABASE (CSD)

- a) A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered. Bidders must ensure that their tax matters are compliance on CSD
- b) Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid and each party must submit CSD report together with a bid.
- c) The Department will further verify compliance status of a bidder through the Central Suppliers' Database (CSD).

NB: No contract shall be concluded with any bidder whose tax matters are not in order, who is a government employee and who is listed as restricted on the National Treasury's Database. Bidders are requested to ensure that they update their details including tax matters with CSD.

13. SUBMISSIONS AND COMPLETION OF SECTION D (SBD 6.1)

Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate/ affidavit, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and Section D (SBD 6.1) will not be processed further.

14. JOINT VENTURES/CONSORTIUM

a) Any Bid by a Joint Venture (JV)/Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

b) Parties to the JV/Consortium must all sign the JV agreement and the minutes of the meeting must be submitted with the bid at the closing date.

c) Should the parties enter into a JV, should reflect a lead partner and the following nominations:

- Bank account to be used for the purpose of this Bid or contract,
- Authorised representative and signatory
- Authorised letterhead, address, etc.
- Joint venture of B-BBEE certificate.

d) Each part to a Joint Venture /Consortium must submit separately the following documents:

- Tax Clearance
- B-BBEE certificate
- CK document
- Audited financial statement or bank statement
- Company Profile
- References
- Letter from the bank with bank stamp

15. COMPLETENESS OF THE BID DOCUMENT

The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures and company stamps should be appended where required and documents called for should be submitted.

16. SUBMISSION OF BIDS

a) Bids are to be submitted to the offices of the Department of Education ground floor entrance, 228 Pietermaritzburg Street, Pietermaritzburg, 3201 (NED Building), on or before 11:00am. All bids are to be deposited in the bid box situated at the reception area. Late bids will not be accepted.

b) Documents submitted by Bidders will not be returned.

17. EXPENSES INCURRED IN PREPARATION OF BIDS

The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

18. COMPUTERIZED BID DOCUMENTS

Submission of reproduced computer printouts or faxed bid documents will not be accepted.

19. LATE BIDS

a) Bids are late if they are received at the address indicated in the bid document after the closing time.

b) Late Bids shall not be considered.

20. APPEALS PROCEDURE

Any appeal on matters arising from the bidding process and/or award thereof shall be referred to the Bid Appeals Tribunal: Practice Note No. SCM - 07 of 2006.

21. NOTIFICATION OF AWARD OF BID

- a) Notification of award of a bid shall be in writing to the successfully bidder by a duly authorised official of the department.
- b) The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.
- c) The publication of an intention to award will be advertised in the same media as the invitation to bid.

22. CONTRACT AND SERVICE LEVEL AGREEMENT

- a) The successful bidder will be required to sign a Service Level Agreement (SLA)/Contract Form SBD 7.2 with the Department.
- b) The contract to be used by the Prime Contractor and the subcontractor shall be the Joint Building Contracts Committee (JBCC).

23. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise on the special conditions for bidders must be addressed or hand delivered to the:

Director: Demand & Acquisitions
 Private Bag X 9137
 PIETERMARITZBURG, 3200
 For Attention: Mr FE Radebe, E-mail Address:
 Fusi.Radebe@kzndoe.gov.za / nkosinathi.mncube@kzndoe.gov.za

24. COMMUNICATION, MEDIA RELEASES, ETC

Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, because any statement or advertisement to be printed screened or aired by the media.

25. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- a) A bidder shall not in any way communicate with a member of the Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:

- At the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;

- At the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
- Contravention of paragraph 26.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

26. UNDERTAKING

- a) In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's:-
- Directors, shareholders, membership and/or management;
 - Constitution, memorandum and/or articles;
 - Service providers, partners, joint venture entities and/or subcontracting parties;
 - HDI, BEE and/or SMMME status;
 - Locality of principle place of business, branch offices and/or warehouses;
 - Any changes ancillary to the above;
- b) The Contractor undertakes, were possible, to inform the Department at least thirty (30) days before the above changes are effected of the details of the proposed changes.
- c) Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following:-
- Directors, shareholders, membership and/or management; trustees;
 - Constitution, memorandum and/or articles; trustee;
 - Service providers, partners, joint venture entities and/or subcontracting parties;
 - HDI, BEE and/or SMMME status;
 - Locality of principle place of business, branch offices and/or warehouses;
 - Any changes ancillary to the above;
- d) However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- e) The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers:-

- Has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
- Has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
- Has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;

- Has died or ceased to exist;
- Has a civil judgment taken against it/them by a court of law or any other competent authority;
- Or their estates being placed under judicial management or being provisionally or finally sequestered or liquidated.
- In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies:-
- Immediately cancel the contract;
- Revisit the contract and issue directives with regard to the remaining term of the contract;
- Engage the services of other parties and service providers;
- Engage the service of the next favourable bidder;
- Exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

27. EVALUATION CRITERION

27.1. PRE-QUALIFICATION CRITERIA

Bidders who meet the following undermentioned requirement will be considered:

- (a) B-BBEE – Level 1
- (b) EME or QSE

Bidders who fail to meet the abovementioned requirements will not be considered

27.2. The evaluation criteria will consist of the following steps:

Step 1: Check and verify compliance with the submission and completion of compulsory bid documents viz Part A, SBD1 to SBD 11. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

➤ Refer to SBD3 from paragraph one (1) to paragraph seventeen (17) and thereafter read it carefully regarding the requirements for the completion of bid document. Failure to adhere to this requirement will result in the bidder being disqualified.

NB: Each party to the JV or Consortium must individually compile Sections SBD 4, SBD 6.1 and SBD 11.

Step 2: Check and verify compliance with the submission of schedules 1 to 5 and documents called for. The Non-submission of the schedules and documents called for contained in the bid document or to be completed and submitted, as well as incomplete and inaccurate schedules will result in the bidder being disqualified.

ZNB 0040 E/2021/2022 APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (with an option to extend contract period for a further two (2) years). THIS WILL BE A PERIOD CONTRACT TO BE UTILISED AS AND WHEN REQUIRED.

List of Returnable Documents

- These returnable schedules must be clearly identified as schedule 1 to schedule 5 and all attachments must be neatly bound at the back of the bid document and must follow a logical sequence in terms of the requirements
- The list of returnable schedules and documents required which must be used for bid evaluation purposes are as follows:

Schedule No.	COMPULSORY RETURNABLE DOCUMENTS
Schedule 1	Certified copy of a valid B-BBEE status level verification certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. OR Submission of an EMB Certificate/affidavit (Sworn affidavit must be an original) In case of a Joint Venture (JV) – consolidated B-BBEE Status Level Verification.
Schedule 2	Central Supplier Database (CSD) report (full CSD report not older than a month must be submitted) and Proof of Address
Schedule 3	Submission of a valid and certified CIDB grade 1 GB certificate or higher, all relevant qualification/s for discipline/s applied for and CV/s.
Schedule 4	Company profile and contactable references
Schedule 5	Certificate of Compliance with Tender Documentation

Step 3. Functionality

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
Functionality	(60)		
1. Experience (Experience in any of categories of services required, which the service provider is applying for)	(20)	<ul style="list-style-type: none"> 20 points for five (5) years or more experience in the required services. 10 points less than five (5) years' experience in the required services. 0 points for non-submission and irrelevant submissions 	Detailed company profile with contactable references.
4. QUALIFICATION AND COMPETENCIES OF KEY STAFF	(20)	<p>NB: Bidders must score a minimum of 10 points</p> <ul style="list-style-type: none"> 20 – 10 years' experience 10 – 5 years' experience 	Submitting CV's and certified copies of qualification/s
4. TRANSPORT OWNERSHIP	(10)	<ul style="list-style-type: none"> 10 points for proof of transport ownership. 5 points for proof of lease agreement or rental arrangements. 0 points for non-submission 	Logbooks in the name of the company or one of its directors. Lease agreement signed by both parties and log book
5. LOCALITY (Business Premises)	(10)	<ul style="list-style-type: none"> 10 points for main operational office/business premises within the Province of KwaZulu-Natal 5 points for main operational office/business premises outside KwaZulu-Natal Province. 	<ul style="list-style-type: none"> CSD verification Proof of Physical Address

NB: Service providers must score a minimum of 30 points and more to proceed to the next step.

PART C:
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

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

- 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.
- 3.1 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
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6.1 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. Patent rights
4. Standards
5. Use of contract documents and information, inspection.

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9.1 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.

10.1 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.

11.1 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.

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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- 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.
- (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.

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.

16.1 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.

17.1 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 contract 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 supplier's services 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 supplier 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.

22.1 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.

22. Penalties

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:

23. Termination for default

- (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

25.1 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.

26.1 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.

27.1 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 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.

28.1 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

25. Force Majeure

26. Termination for insolvency

27. Settlement of Disputes

28. Limitation of liability

- (b) 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.
- 29.1 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.
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 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.
- 32.1 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.
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34.1 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.

js General Conditions of Contract (revised July 2010)

4.) Part D: References

References: A schedule reflecting the number of bids secured by the Bidding entity and/ or their individual Directors, members, trustees and partners.
 References: List bids / contracts secured by the bidding entity and/ or their individual directors, members, trustees and partners

No.	Name of Client	Site where services were rendered / goods were delivered	Contract Value	Start Date	End Date	Contact Person	Telephone No of Contact Person	Fax

.....
 Surname and Initials of Representative

.....
 Signature

.....
 Date

Part E: Certificate of Compliance with Tender Documentation

It is certified that I/We:

- 1) Have read through and fully understood all the requirements of the Tender Documents and any other associated documents.
- 2) Am/are willing to submit the Tender based on all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) Have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc. thereto.
- 4) Acknowledge, understand and confirm full acceptance of the specification incorporated in this Tender document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

_____	:	COMPANY NAME
_____	:	DESIGNATION
_____	:	For and on behalf of
_____	:	NAME OF BIDDER OR REPRESENTATIVE
_____	:	(Duly authorized)
_____	:	DATE
_____	:	SIGNATURE OF BIDDER OR REPRESENTATIVE
_____	:	COMPANY ADDRESS
_____	:	WITNESS
_____	:	INITIALS & SURNAME
_____	:	SIGNATURE OF WITNESS

Annexure A: Specification for the cleaning of fuel tanks

A1: TECHNICAL REQUIREMENTS:

- 1) Compliance with all legislated safety requirements pertaining to in situ sampling, diesel tank cleaning, fuel remediation and site specific requirements including provision.

- 2) Submission of a valid comprehensive Safety File and Work Method Statement prior to commencement of service.

- 3) Only proven accredited tank cleaning and fuel remediation equipment and technology to be utilised that has:

- A processing flow rate of no less than 1:8 to tank volume ratio.

- Full spectrum water extraction capability (free, entrained and emulsified).

- BV accredited or similar Induction Conditioning fuel remediation technology.

- Three phase filtration and separation filtration down to 2 micron.

- Metallic particulate extraction.

- 4) Service personnel shall be trained, experienced and accredited tank cleaning operators suitably skilled in system operation, fuel remediation procedures and safety requirements.

Certified copies of all training documentation shall be provided at time of tender.

- 5) A process that results in minimal waste/disposal of fuel of less than 1% of tank capacity (excluding water sludge and inorganic debris).

- 6) All contaminated disposable fuels and materials shall be disposed of at an accredited site. Original documentation shall be provided to at the time of invoicing for work done.

A2: SCOPE OF WORK:

Upon commencement of the service the appointed Contractor shall do the following:

1. Draw two bottom diesel tank samples of the diesel fuel prior to the commencement of the cleaning of the tanks. Samples shall be drawn utilising recognised diesel tank sampling equipment as per the DN10/07 procedure.

2. Samples shall be drawn from the tanks and sealed in the presence of duly authorized site representative.

3. Samples shall be clearly labelled detailing, date, location, tank type and volume.

4. One sample to be supplied to duly authorized site representative or his/her authorized designee.

5. Provide tank cleaning and fuel remediation services to the diesel tanks which will remove / remediate the following:

- a) Tank bottom debris
- b) Free, Entrained and Emulsified water
- c) Solid contaminants
- d) Bio-film build-up / accumulation on tank walls and if applicable on baffles, supports
- e) Remediation of the fuel to comply with SANS 342 (excluding Sulphur content compliance and raising of flashpoint levels)
- f) The Contractor shall provide specification sheets of tank cleaning equipment to be utilised.
- g) The Contractor shall provide a list of chemicals and dosage ratios to be used in the tank cleaning and fuel remediation process utilising the MSDS sheets.

A3: Upon completion of the service:

1. Draw samples again as per items 1 to 4 above and provide a sample to duly authorized site representative. The other to be sent for SANS 342 laboratory analysis from a recognized laboratory.
 2. The Contractor shall provide the name of the independently recognised test laboratory that shall be testing the diesel fuel samples.
 3. Provide written confirmation of completion and successful remediation and cleaning per tank.
 4. Record the volume of waste generated from each tank, remove from site and arrange for disposal at an accredited waste disposal facility.
 5. Obtain duly appointed site representative signature on an appropriate document confirming the above per tank.
 6. Provide an independent SANS 342 laboratory analysis from a recognized accredited laboratory confirming fuels remediation status per tank (excluding Sulphur content compliance and raising of flashpoint levels).
- Provide a waste disposal certificate confirming waste has been received from an accredited waste disposal facility for such waste