



## KWAZULU-NATAL PROVINCE

EDUCATION  
REPUBLIC OF SOUTH AFRICA

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Demand and Acquisition

### Invitation to Tender – ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024

The KwaZulu-Natal Department of Education invites suitable and capable service providers to bid for the following:

**THE APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE COMPREHENSIVE BASELINE CONDITION ASSESSMENTS IN KWAZULU-NATAL DEPARTMENT OF EDUCATION SCHOOLS FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)**

The Department reserves the right to **cancel the bid**.

Bid documents are to be downloaded and printed for completion by the bidders from the Departmental Website ([www.kzneducation.gov.za](http://www.kzneducation.gov.za)) and the e-Tender Portal website ([www.etenders.gov.za](http://www.etenders.gov.za)) as from **Friday, 09 February 2024**.

#### **Compulsory Briefing Session:**

**Date:** Tuesday, 20 February 2024

**Time:** 10 am

**Venue:** 321 ZK Matthews Road, Umbilo, Durban (Dokkies)  
Main Hall

**There shall be no telephone enquiries or emailed queries. Any queries will be addressed at the briefing session.**

#### **Selection of Clusters:**

BID No.	CLUSTER	Select Cluster/s bidding for (Tick)
ZNB 0016E/2023/2024	Cluster 1	
ZNB 0017E/2023/2024	Cluster 2	
ZNB 0018E/2023/2024	Cluster 3	
ZNB 0019E/2023/2024	Cluster 4	
ZNB 0020E/2023/2024	Cluster 5	
ZNB 0021E/2023/2024	Cluster 6	
ZNB 0022E/2023/2024	Cluster 7	

**Please refer to Pages 64 to 65 for more information on Clusters**

#### **Closing of Bid:**

The closing time for receipt of Tenders is **11h00am on Monday, 11 March 2024**.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and/or address will not be accepted. Bids must be neatly bound and submitted in a sealed envelope at:

**Department of Education  
228 Pietermaritz Street (Ex-NED Building)  
(Use turnstile Entrance)  
Pietermaritzburg, 3201**

# KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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## 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 0016E/2023/2024 to ZNB 0022E/2023/2024**.
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 0016E/2023/2024 to ZNB 0022E/2023/2024**.
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.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024	CLOSING DATE:	11 MARCH 2024	CLOSING TIME:	11H00am
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE COMPREHENSIVE BASELINE CONDITION ASSESSMENTS IN KWAZULU-NATAL DEPARTMENT OF EDUCATION SCHOOLS FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)				
228 PIETERMARITZ STREET, VISITORS ENTRANCE (TURNSTILE ENTRANCE) BID BOX, 1 <sup>ST</sup> FLOOR FOYER NEXT TO SECURITY CUBICLE PIETERMARITZBURG BETWEEN 08H00 TO 16H00					
ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms Nozizwe Makaula			Mr Nkosinathi Mncube	
E-MAIL ADDRESS	nozizwe.makaula@kzndoe.gov.za			nkosinathi.mncube@kzndoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## SECTION A

### 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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa 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 and must be accurately completed. Bidders must ensure that all questions are answered. If questions are not applicable, bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Where the bidder is required to respond with "Yes" or "No", the bidder is required to tick the appropriate answer. If an error is made, both Yes and No must be cancelled and initialed and the appropriate response must then be written next to the cancellation. Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures and company stamp must appear on all relevant sections of the document. **Failure to comply will result in the bidder being disqualified.**
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. Where samples are required, 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. The Department will not be opening bids in public during the closing of the bid. Received bids and prices will be published on the Departmental website within 10 days from date of closing.
15. 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.
16. Bidder must initial each and every page of the bid document. **Failure to comply will result in the bidder being disqualified.**

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
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 have;
  - 3.1 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 request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.



## SECTION C

### DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

WHO REPRESENTS (state name of bidder) .....

CSD Registration Number .....

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.

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.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/Building/Institution Involved: **KwaZulu-Natal Department of Education**

Bid Number: **ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024**

Goods/Service/Work: **THE APPOINTMENT OF SERVICE PROVIDERS TO UNDERTAKE COMPREHENSIVE BASELINE CONDITION ASSESSMENTS IN KWAZULU-NATAL DEPARTMENT OF EDUCATION SCHOOLS FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)**

\*\*\*\*\*

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**

(PRINT NAME)

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**

(PRINT NAME)

**Departmental Stamp with Signature**

**SECTION E**  
**PRICING SCHEDULE**

**BIDDERS ARE TO PRICE FOR YEAR 1 ONLY. RATES FOR YEAR 2 AND YEAR 3 WILL BE CALCULATED BASED ON YEAR 1 RATES PLUS ESCALATION.**

Name of bidder: .....  Closing Time: <b>11h00 am</b>	Bid number: <b>ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024</b>  Closing date: <b>11 March 2024</b>
--	---

**OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.**

TABLE 1 PRICING STRUCTURE FOR SMALL SCHOOLS					
SCHOOL SIZE:		Small (refer to TABLE 9)			
A		B	C	D	E
DESIGNATION		REGISTRATION CATEGORY	HOURS TO WORK	RATE PER HOUR	TOTAL COST (C x D) excl. VAT
1	Assessor	Candidate ArchT or higher/Candidate QS or higher/ Candidate Engineer or higher	6 HOURS		
2	Supervisor	Pr ArchT or higher/ Pr QS/Pr Eng Technologist or higher			
3	Principal/Director	Pr Arch / PrQS / Pr ArchT or higher/Pr Eng Technologist or higher			
5	TOTAL COST PER STIPULATED SCHOOL SIZE (excl VAT)				
NOTE: The above is the baseline cost irrespective of the location of the school therefore it shall not be inclusive of travel, accommodation, subsistence costs. These shall be included in the Location Factor indicated in the Price Summary below.					

**Hours to work per school for Assessors have been stipulated. Hours to work for Supervisors and Principals must be stipulated by the bidder.**

**Bidders must allow for costs to access the work as outlined in 44 of the Terms of Reference. In calculating hours to work, the bidder must take guidance provided in Clause 66 of the Terms of Reference in relation to categorization of schools.**

\_\_\_\_\_  
SIGNATURE

OFFICIAL COMPANY STAMP

\_\_\_\_\_  
DATE

## SECTION E

## PRICING SCHEDULE (....Continued)

**BIDDERS ARE TO PRICE FOR YEAR 1 ONLY. RATES FOR YEAR 2 AND YEAR 3 WILL BE CALCULATED BASED ON YEAR 1 RATES PLUS ESCALATION.**

Name of bidder: .....	Bid number: <b>ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024</b>
Closing Time: <b>11h00 am</b>	Closing date: <b>11 March 2024</b>

**OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.**

TABLE 2 PRICING STRUCTURE FOR MEDIUM SCHOOLS					
SCHOOL SIZE:		Medium (refer to TABLE 9)			
F		G	H	I	J
DESIGNATION		REGISTRATION CATEGORY	HOURS TO WORK	RATE PER HOUR	TOTAL COST (H x I) excl. VAT
1	Assessor	Candidate ArchT or higher/Candidate QS or higher/ Candidate Engineer or higher	10 HOURS		
2	Supervisor	Pr ArchT or higher/ Pr QS/Pr Eng Technologist or higher			
3	Principal/ Director	Pr Arch / PrQS / Pr ArchT or higher/Pr Eng Technologist or higher			
5	TOTAL COST PER STIPULATED SCHOOL SIZE (excl VAT)				
NOTE: The above is the baseline cost irrespective of the location of the school therefore it shall not be inclusive of travel, accommodation, subsistence costs. These shall be included in the Location Factor indicated in the Price Summary below.					

Hours to work per school for Assessors have been stipulated. Hours to work for Supervisors and Principals must be stipulated by the bidder.

Bidders must allow for costs to access the work as outlined in 44 of the Terms of Reference. In calculating hours to work, the bidder must take guidance provided in Clause 66 of the Terms of Reference in relation to categorization of schools.

\_\_\_\_\_  
SIGNATURE

OFFICIAL COMPANY STAMP

\_\_\_\_\_  
DATE

## SECTION E

## PRICING SCHEDULE (....Continued)

## PRICING SCHEDULE

**BIDDERS ARE TO PRICE FOR YEAR 1 ONLY. RATES FOR YEAR 2 AND YEAR 3 WILL BE CALCULATED BASED ON YEAR 1 RATES PLUS ESCALATION.**

Name of bidder: .....	Bid number: <b>ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024</b>
Closing Time: <b>11h00 am</b>	Closing date: <b>11 March 2024</b>

**OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.**

TABLE 3 PRICING STRUCTURE FOR LARGE SCHOOLS					
SCHOOL SIZE:		Large (refer to TABLE 9)			
K		L	M	N	O
DESIGNATION		REGISTRATION CATEGORY	HOURS TO WORK	RATE PER HOUR	TOTAL COST (M x N) excl. VAT
1	Assessor	Candidate ArchT or higher/Candidate QS or higher/ Candidate Engineer or higher	14 HOURS		
2	Supervisor	Pr ArchT or higher/ Pr QS/Pr Eng Technologist or higher			
3	Principal/ Director	Pr Arch / PrQS / Pr ArchT or higher/Pr Eng Technologist or higher			
5	TOTAL COST PER STIPULATED SCHOOL SIZE (excl VAT)				
NOTE: The above is the baseline cost irrespective of the location of the school therefore it shall not be inclusive of travel, accommodation, subsistence costs. These shall be included in the Location Factor indicated in the Price Summary below.					

**Hours to work per school for Assessors have been stipulated. Hours to work for Supervisors and Principals must be stipulated by the bidder.**

**Bidders must allow for costs to access the work as outlined in 44 of the Terms of Reference. In calculating hours to work, the bidder must take guidance provided in Clause 66 of the Terms of Reference in relation to categorization of schools.**

**OFFICIAL COMPANY STAMP**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Table 4: Cluster 1

ZNB 0016E/2023/2024								
CLUSTER 1								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
1	NONGOMA		91	50	17	R	R	R
1	DURBAN CENTRAL		13	47	97	R	R	R
1	PHOLELA		53	15	8	R	R	R
1	UMHLABUYALINGANA		52	32	11	R	R	R
1	SCOTTBURGH		42	14	5	R	R	R
1	UMVOTI		25	21	10	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 1 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OFFICIAL COMPANY STAMP

Table 5: Cluster 2

ZNB 0017E/2023/2024								
CLUSTER 2								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
2	MAFUKUZELA GHANDI		16	28	43	R	R	R
2	HLABISA		82	54	30	R	R	R
2	UMNGENI		34	34	41	R	R	R
2	MAPHUMULO		47	21	4	R	R	R
2	PONGOLA		40	38	10	R	R	R
2	EMZUMBE		29	20	3	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 2 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

Table 6: Cluster 3

ZNB 0018E/2023/2024								
CLUSTER 3								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
3	IXOPO		47	25	10	R	R	R
3	MNAMBITHI		63	54	44	R	R	R
3	MTHONJANENI		48	35	12	R	R	R
3	NDWEDWE		59	24	8	R	R	R
3	UMHLATHUZANA		39	38	59	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 3 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE

DATE

OFFICIAL COMPANY STAMP



Table 7: Cluster 4

ZNB 0019E/2023/2024								
CLUSTER 4								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
4	BERGVILLE		34	39	13	R	R	R
4	UMZIMKHULU		78	34	26	R	R	R
4	INGWAVUMA		35	39	21	R	R	R
4	PHUMELELA		19	24	61	R	R	R
4	PAULPIETERSBURG		30	9	9	R	R	R
4	UMLALAZI		53	29	12	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 4 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

Table 8: Cluster 5

ZNB 0020E/2023/2024								
CLUSTER 5								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
5	MAHLABATHINI		77	44	17	R	R	R
5	ENDUMENI/NQUTHU		66	43	35	R	R	R
5	UMBUMBULU		21	33	39	R	R	R
5	VULINDLELA		49	31	10	R	R	R
5	DANNHAUSER		19	17	14	R	R	R
5	NKANDLA		50	16	6	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 5 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

Table 9: Cluster 6

ZNB 0021E/2023/2024								
CLUSTER 6								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
6	MSINGA		98	56	14	R	R	R
6	BHEKUZULU		50	37	27	R	R	R
6	DURBAN NORTHWEST		14	27	33	R	R	R
6	IMFOLOZI		45	27	33	R	R	R
6	UMSUNDUZI		32	22	51	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 6 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OFFICIAL COMPANY STAMP

Table 10: Cluster 7

ZNB 0022E/2023/2024								
CLUSTER 7								
$P_{\text{small}}$ (from Table 1 Pricing Schedule)						R		
$P_{\text{medium}}$ (from Table 2 Pricing Schedule)						R		
$P_{\text{large}}$ (from Table 3 Pricing Schedule)						R		
			NUMBER OF SCHOOLS			A	B	C
CLUSTER	CMC	LOCATION FACTOR* %	$N_{\text{small}}$	$N_{\text{medium}}$	$N_{\text{large}}$	Price for Schools = ( $P_{\text{small}} \times N_{\text{small}} + P_{\text{medium}} \times N_{\text{medium}} + P_{\text{large}} \times N_{\text{large}}$ )	LOCATION FACTOR = Price for Schools x LF %	TOTAL PRICE PER CMC = A + B
7	UMHLATHUZE		33	40	33	R	R	R
7	STANGER		38	38	52	R	R	R
7	ESTCOURT		37	44	21	R	R	R
7	UBOMBO		44	32	18	R	R	R
7	NEWCASTLE		13	27	42	R	R	R
SUB TOTAL								R
ADD VAT AT 15%								R
TOTAL PRICE FOR CLUSTER 7 CARRIED TO SUMMARY PRICING SCHEDULE								R

\* THE BIDDER SHALL INSERT A LOCATION FACTOR BASED ON CMC LOCATION THAT TAKES INTO ACCOUNT THE TRAVELLING COSTS, TIME TRAVELLING AND OTHER SUBSISTENCE AND ACCOMMODATION (DISBURSEMENTS)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OFFICIAL COMPANY STAMP

## SECTION E

### SUMMARY PRICING SCHEDULE

**BIDDERS ARE TO PRICE FOR YEAR 1 ONLY. RATES FOR YEAR 2 AND YEAR 3 WILL BE CALCULATED BASED ON YEAR 1 RATES PLUS ESCALATION.**

Name of bidder: .....  Closing Time: <b>11h00 am</b>	Bid number: <b>ZNB 0016E/2023/2024 TO ZNB 0022E/2023/2024</b>  Closing date: <b>11 March 2024</b>
--	---

**OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID**

**Table 11: Summary Pricing Schedule**

<b>BID No.</b>	<b>CLUSTER No.</b>	<b>TOTAL PRICE FOR EACH CLUSTER BIDDING FOR</b>
<b>ZNB 0016E/2023/2024</b>	<b>CLUSTER 1</b> from Pricing Schedule on Table 4	<b>R</b>
<b>ZNB 0017E/2023/2024</b>	<b>CLUSTER 2</b> from Pricing Schedule on Table 5	<b>R</b>
<b>ZNB 0018E/2023/2024</b>	<b>CLUSTER 3</b> from Pricing Schedule on Table 6	<b>R</b>
<b>ZNB 0019E/2023/2024</b>	<b>CLUSTER 4</b> from Pricing Schedule on Table 7	<b>R</b>
<b>ZNB 0020E/2023/2024</b>	<b>CLUSTER 5</b> from Pricing Schedule on Table 8	<b>R</b>
<b>ZNB 0021E/2023/2024</b>	<b>CLUSTER 6</b> from Pricing Schedule on Table 9	<b>R</b>
<b>ZNB 0021E/2023/2024</b>	<b>CLUSTER 7</b> from Pricing Schedule on Table 10	<b>R</b>

\_\_\_\_\_  
**SIGNATURE**

**OFFICIAL COMPANY STAMP**

\_\_\_\_\_  
**DATE**

## SECTION F

## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

- 2.3.1 If so, furnish particulars:

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

---

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF**

**PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND**

**COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS**

**DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

---

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

## SECTION G

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Equity Ownership – 100% (Africans, Coloureds and Indians)	10	
Female Equity Ownership (>51%)	5	
Disability in respect of a person with a permanent impairment of a physical, intellectual or sensory function	4	
Youth Equity Ownership (>51%)	1	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## **IMPORTANT NOTICE TO BIDDERS**

### **SWORN AFFIDAVIT / B-BBEE CERTIFICATE**

1. Bidders whose turnover is below R 10 million per annum are to complete the attached sworn affidavit for **B-BBEE Exempted Micro Enterprise (EME's)**. An EME is only required to obtain a sworn affidavit or Certificate issued by Companies and Intellectual Property Commission (CIPC) on an annual basis.
2. Bidders whose turnover is between R 10 million and R 50 million per annum are to complete the attached sworn affidavit for **B-BBEE Qualifying Small Enterprise**.
3. **Bidders must therefore complete one of the attached sworn affidavits and not both.**
4. In terms of the BBBEE Commission, Exempted Micro Enterprises (EMEs) and black owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status.
5. The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
6. The Sworn Affidavit must be fully completed. Where a clause is not applicable, "N/A" must be indicated and the clause must not be left blank.
7. The date on which the deponent / bidder signs the sworn affidavit must be the same as the date of the Commissioner of Oaths.
8. Only bidders who are not Level 1 and 2 EMEs or QSEs may attach B-BBEE certificates. A B-BBEE certificate must be issued by a SANAs accredited body and must bear the SANAs logo.
9. Bidders who submit an incorrect or incomplete Sworn Affidavit or BBBEE certificate will not be scored on specific goals.

**EME'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalization-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

**QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Colourds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalization-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(c) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(d) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(e) Black people who are persons with disabilities as defined in the</p> <p>(f) Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(f) Black people living in rural and under developed areas;</p> <p>(g) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

## SECTION I

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 8. 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
  - 9. A cashier's or certified cheque
- 9.1 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.

## **10. Inspections, tests and analyses**

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

## **11. Packing**

- 11.1 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.
- 11.2 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.

## **12. Delivery and documents**

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

## **13. Insurance**

- 13.1 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.

#### **14. Transportation**

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

#### **15. Incidental Services**

15.1 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;
- (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.

15.2 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.

#### **16 Spare parts**

16.1 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.
- (c) Supplier to ensure that the equipment is protected against induced surge currents

#### **17 Warranty**

17.1 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.

17.2 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.

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

17.4 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.

17.5 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.

## **18 Payment**

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

18.2 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.

18.3 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.

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

## **19 Prices**

19.1 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.

## **20 Contract amendments**

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

## **21 Assignment**

21.1 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.

## **22 Subcontracts**

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

## **23 Delays in the supplier's performance**

23.1 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.

23.2 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.

23.3 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.

- 23.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 23.5 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.
- 23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **24 Penalties**

- 24.1 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.

## **25 Termination for default**

- 25.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.



- 25.6 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.
- 25.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 25.7 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.

## **26 Anti-dumping and countervailing duties and rights**

- 26.1 When, after the date of bid, provisional payments are required, or antidumping 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.

## **27 Force Majeure**

- 27.1 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.
- 27.2 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.

## **28 Termination for insolvency**

- 28.1 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.

## **29 Settlement of Disputes**

- 29.1 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.

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

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

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

29.5 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.

### **30 Limitation of liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **31 Governing language**

31.1 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.

### **32 Applicable law**

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

### **33 Notices**

33.1 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.

33.2 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.

### **34 Taxes and duties**

34.1A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

34.2A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

34.3 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.

**35 National Industrial Participation (NIP) Programme**

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

**36 Prohibition of Restrictive practices**

36.1 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).

36.2 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.

## SECTION J

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

#### 1. BID APPEALS TRIBUNAL

**PLEASE NOTE:**

As per Treasury Practice Note Number: SCM-07 of 2006, any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Departmental Website and/or E-Tender Portal.

**The address provided for the lodging of appeals is:**

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

Email: [BATsecretariat@kzntreasury.gov.za](mailto:BATsecretariat@kzntreasury.gov.za)

#### 2. CONTRACT PERIOD

- 2.1 The contract period for this bid is 3 years (36 months) with an option to extend for further 2 years (24 months).
- 2.2 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.

#### 3. FALSE DECLARATION

- 3.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 3.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

#### 4. VALIDITY OF BIDS

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

#### 5. AWARD

- 5.1 The selection of the service providers to be appointed will be subject to the criteria set out in the Evaluation Criteria and to compliance with all bid requirements.
- 5.2 A bidder may bid for all or a selection of Clusters however, awards will be per Cluster. A bidder may be awarded up to a maximum of 2 Clusters.
- 5.3 In the event that a bidder wishes to be considered for award in more than one cluster, the bidder must submit a total of 16 qualifying CVs for assessors (8 assessors per cluster).

- 5.4 It is further imperative that the bidder ensures that the curriculum vitae of their resource/s is not included in other bidders' proposals. **Should a duplication of curriculum vitae be identified across proposals, the Department reserves the right to confirm with the candidate with which proposal the CV must be considered during evaluation and the allocation of points will then be based on the candidate's selection.**

## **6. PRICING**

- 6.1 The total price per Cluster will be utilized for evaluation and award purposes.
- 6.2 The pricing for this bid will be based on hourly rates per resource and the location factor i.e. disbursement costs.
- 6.3 The hourly rates and the location factor are fixed for the first year of the contract. These rates will be reviewed on the anniversary of the contract based on prevailing price escalations.
- 6.4 Rates for Year 2 and Year 3 will be calculated based on year 1 rates plus escalation.
- 6.5 Appointed service providers will be required to submit their price escalation requests in writing on the anniversary of the contract.

## **7. ACCEPTANCE OF BIDS**

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

## **8. PURCHASE ORDERS**

- 8.1 The service shall be rendered upon receipt of a written official purchase order from the Department of Education.

## **9. WARRANTIES**

- 9.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.
- 9.2 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.

## **10. PAYMENT AND INVOICING**

- 10.1 Payment for services rendered will be disbursed for each batch of assessments that has been completed and verified to be correct and credible by an authorized official.
- 10.2 A verification certificate will be issued for each batch, thereafter an invoice can be prepared.
- 10.3 A verification certificate must be attached to each invoice, showing the full list of verified schools matching those claimed for in the invoice.
- 10.4 Schools which failed the verification process must be excluded from the invoice.
- 10.5 Verification for completed schools shall be conducted once per month, per service provider and verification certificate issued accordingly.

10.6 Payment for services rendered will occur as follows:

- i. Payment shall be disbursed for every one-twentieth (1/20) or higher of schools completed (approx. 30 schools) and verified for accuracy and credibility except the last batch.
- ii. The contracted service provider shall upon completing assessment and capturing of one-twentieth (1/20) of schools from one CMC on EFMS submit such list of completed schools to KZNDoE.
- iii. KZNDoE will initiate a verification process, and upon completion issue a verification certificate with names of schools that have passed the verification process.
- iv. The service provider shall therefore submit an invoice of the verified and certified schools and attach the verification certificate.
- v. Schools that did not pass the verification process must be submitted as part of the next invoicing batch (1/20 or last invoice as applicable) provided that all necessary amendments have been effected and verification certificate issued
- vi. A maximum of 20 invoices shall be submitted throughout the project and over three years. In the event that a service provider exceeds the 20 invoices, they must submit a request in writing to the Department to exceed the 20 invoices.
- vii. Verification process will be done once a month when the number of assessed schools from each CMC has reached one-twentieth (1/20) except the last. No "piecemeal" verification of completed schools across CMCs shall be undertaken for the purpose of submitting invoices.

**11. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.**

- 11.1 No agreement to amend or vary the bid conditions or order or stipulations of bid 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 departmental **Bid Adjudication Committee** and the Head of the Department.

**12. CANCELLATION**

- 12.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to bid.

**13. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN**

- 13.1 The Department will verify the Tax Compliance status of a bidder through the Central Suppliers database (CSD).
- 13.2 Bidders must ensure that their Tax matters are compliant on CSD.
- 13.3 Each party to a Joint Venture/Consortium must ensure that their Tax matters are compliant.

**14. CENTRAL SUPPLIERS DATABASE (CSD)**

- 14.1 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.
- 14.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the Bid.
- 14.3 All information supplied in the bid document must collate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 14.4 Failure to comply with any of the above will result in the bidder being disqualified.

**15. STATUTORY CHECKS**

- 15.1 Central Suppliers Database
  - 15.2 Tax Compliance Status
  - 15.3 Business Registration
  - 15.4 Tender Defaulting and Restriction Status
  - 15.5 Persal Verification (Government employee)
- Any violation or non-compliance with any of the above will lead to disqualification

**16. COMPLETENESS OF THE BID DOCUMENT**

- 16.1 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 stamp should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms.

**17. SUBMISSION OF BIDS**

- 17.1 Bids are to be submitted to the offices of the Department of Education, 228 Pietermaritz Street, visitors entrance (Turnstile gate ), next to Security cubicle, Pietermaritzburg between 08h00 to 16h00.
- 17.2 Late bids will not be accepted.
- 17.3 Documents submitted by Bidders will not be returned.

**18. EXPENSES INCURRED IN PREPARATION OF BIDS**

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

**19. COMPUTERIZED BID DOCUMENTS**

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

**20. LATE BIDS**

- 20.1 Bids are late if they are received at the address indicated in the bid document after the closing time.
- 20.2 The bid box will be sealed off at 11:00 am and bidders are therefore advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 20.3 Late bids shall not be considered.

**21. NOTIFICATION OF AWARD OF BID**

- 21.1 The publication of an award will be advertised in the same media as the invitation to bid.
- 21.2 Notification of award of a bid shall be in writing to the successful bidder/s.
- 21.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

**22. CONTRACT/ SERVICE LEVEL AGREEMENT**

- 22.1 The successful bidder will be required to sign the SBD 7.1 Contract Form of the bid document and the CIDB Standard Professional Services Contract Form with the KwaZulu-Natal Department of Education.
- 22.2 The bid document constitutes a legal document and a binding contract.
- 22.3 Where necessary the Department may request a Service Level Agreement to be signed.

**23. JOINT VENTURES/CONSORTIUM**

- 23.1 A trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 23.2 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.
- 23.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following Nominations:-
  - 23.3.1 Bank account to be used for the purpose of this Bid or Contract.
  - 23.3.2 Authorized representative and signatory.
  - 23.3.3 Authorized letterhead, address, etc.

**24. COMMUNICATION, MEDIA RELEASES, ETC**

- 24.1 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, cause any statement or advertisement to be printed screened or aired by the media.



**25. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE**

- 25.1 A bidder shall not in any way communicate with a member of a 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:
- 25.1.1 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;
- 25.1.2 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;
- 25.1.3 contravention of paragraph 25.1.1, 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**

- 26.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, It's:-
- 26.1.1 Directors, shareholdings, membership and/or management;
- 26.1.2 Constitution, memorandum and/or articles;
- 26.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 26.1.4 HDI, BEE and/or SMME status;
- 26.1.5 Locality of principle place of business, branch offices and/or warehouses;
- 26.1.6 Any changes ancillary to the above;
- 26.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 26.3 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:-
- 26.3.1 Directors, shareholdings, membership and/or management; trustees;
- 26.3.2 Constitution, memorandum and/or articles; trustee;
- 26.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 26.3.4 HDI, BEE and/or SMME status;
- 26.3.5 Locality of principle place of business, branch offices and/or warehouses;
- 26.3.6 Any changes ancillary to the above;
- 26.4 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.

26.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers:-

- 26.5.1 Has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
- 26.5.2 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);
- 26.5.3 Has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
- 26.5.4 Has died or ceased to exist;
- 26.5.5 Has a civil judgment taken against it/them by a court of law or any other competent authority;
- 26.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 26.5.7 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:-
- 26.5.8 Immediately cancel the contract;
- 26.5.9 Revisit the contract and issue directives with regard to the remaining term of the contract;
- 26.5.10 Engage the services of other parties and service providers;
- 26.5.11 Engage the service of the next favourable bidder;
- 26.5.12 Exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- 26.5.13 Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 26.5.14 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 26.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

## **27. CESSION OF BID**

- 27.1 Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department of Education in conjunction with the KZN Provincial Treasury.

## **28. EVALUATION CRITERIA**

The evaluation criteria will consist of the following steps:

### **Step 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step one will lead to disqualification. The following documentation must be completed, each page initialed, stamped (where applicable) and submitted on the closing date.

Compulsory Bid Forms	
<b>Part A</b>	Invitation to Bid
<b>Part B</b>	Terms and Conditions for bidding
<b>Section A</b>	Special instructions regarding completion of bid
<b>Section B</b>	Registration on central suppliers' database
<b>Section C</b>	Declaration that Information on Central Suppliers Database is correct and up to date
<b>Section D</b>	Official Briefing Session Form
<b>Section E</b>	Pricing Schedule ( <b>SBD 3</b> )
<b>Section F</b>	Bidder's Disclosure ( <b>SBD 4</b> )
<b>Section G</b>	Preference Points Claim Form ( <b>SBD 6.1</b> ) and Sworn Affidavit Forms
<b>Section I</b>	General Conditions of Contract
<b>Section J</b>	Special conditions of contract
<b>Section K</b>	Terms of reference/ Specification
<b>Section L</b>	Authority to sign a bid
<b>Section M</b>	Certificate of compliance with bid documentation

## Step 2 – Submission of Schedules (Supporting Documents)

Check and verify the submission of original or certified copies of supporting documents. Copies must be legible and certification should not be older than 3 months. Copies of certified copies will not be accepted. Failure to submit any of the required supporting documents or submission of non-compliant supporting documents will lead to disqualification.

SCHEDULES / SUPPORTING DOCUMENTS	
<b>SCHEDULE 1</b>	An original or certified copy of a resolution as per Section L
<b>SCHEDULE 2</b>	Proof of entity/company registration and certified copies of ID documents for members
<b>SCHEDULE 3</b>	Proof of valid registration with relevant Councils; SAQS (The South African Council for the Quantity Surveying Profession), SACAP (The South African Council for the Architectural Profession) and ECSA (The Engineers Council of South Africa) must be furnished for all resources to be deployed for the project (Principals/Directors, Supervisors, Assessors)
<b>SCHEDULE 4</b>	<b>Company profile and Project Team Structure</b> Company profile should be inclusive of a list of projects successfully completed (e.g. building surveys, dilapidation, etc). The following must be detailed for each project: <ul style="list-style-type: none"> <li>• Names of client</li> <li>• Location of project</li> <li>• Scope of assessment</li> <li>• Year and duration of assessment</li> <li>• Project Cost</li> <li>• Assessment Tool/ Template/ Form used (e.g., GIAMA, NEIMS, Other)</li> </ul>
<b>SCHEDULE 5</b>	<b>Reference letters in respect of projects included in the Company Profile. These should be on official letter heads and include the following:</b> <ul style="list-style-type: none"> <li>• Names of client</li> <li>• Location of project</li> <li>• Scope of assessment</li> <li>• Year and duration of assessment</li> <li>• Project Cost</li> </ul>

<b>SCHEDULE 6</b>	<b>Detailed CVs of personnel that will be rendering the service. These should include the following:</b> <ul style="list-style-type: none"> <li>• Names of employers</li> <li>• Period of employment</li> <li>• Projects worked on</li> <li>• Scope of projects</li> <li>• Tools of assessment utilized</li> </ul>
<b>SCHEDULE 7</b>	Proof of Professional Indemnity Insurance to a minimum value of R5 000 000,00 or a quotation not older than 1 month at the time of bid closing
<b>SCHEDULE 8</b>	<b>Detailed Assessment Methodology and Execution Plan that includes the following:</b> <ul style="list-style-type: none"> <li>• Assessment methodology</li> <li>• Key Activities</li> <li>• Clear milestones</li> <li>• Project Team Structure comprising of the Company Directors / Principals and the persons / employees for which CV's have been submitted (5 Points)</li> </ul>

### **Step 3: Functionality**

Bidders who comply with Step 1 and Step 2 will be scored on the **FUNCTIONALITY CRITERIA** as per table below.

## FUNCTIONALITY CRITERIA

CRITERION	MAXIMUM POINTS TO BE AWARDED	SCORING	MEANS OF VERIFICATION
<b>1. Company Experience</b> (This refers to the experience of the bidding entity and not individuals or owners of the company)	<b>10</b>	10 Points for 2 years or more experience 5 Points for experience of less than 2 years 0 Points for no experience	Company profile should be inclusive of a list of projects successfully completed (e.g. building surveys, dilapidation, etc). The following must be detailed for each project: <ul style="list-style-type: none"> <li>Names of client</li> <li>Location of project</li> <li>Scope of assessment</li> <li>Year and duration of assessment</li> <li>Project Cost</li> <li>Assessment Tool/ Template/ Form used (e.g., GIAMA, NEIMS, Other)</li> </ul> Reference letters should include the following: <ul style="list-style-type: none"> <li>Names of client</li> <li>Location of project</li> <li>Scope of assessment</li> <li>Year and duration of assessment</li> <li>Project Cost</li> </ul>
<b>2. Individual Employees Experience and Professional Council Registration</b>	<b>28</b>	2 Points per Principal for 2 years or more experience <b>(2 Principals x 2 Points = Minimum score of 4 Points)</b>  2 Points per Supervisor for 2 years or more experience <b>(4 Supervisors x 2 points = Minimum score of 8 Points)</b>  2 Points per Candidate / Assessor for 1 years or more experience <b>(8 Assessors x 2 Points = Minimum score of 16 Points)</b>  0 Points for non-submission or irrelevant submission	Detailed CVs with relevant experience (building surveys, dilapidation, etc) and contactable references. CV's should include the following: <ul style="list-style-type: none"> <li>Names of employers</li> <li>Period of employment</li> <li>Projects worked on</li> <li>Scope of projects</li> <li>Tools of assessment utilized</li> </ul> and

CRITERION	MAXIMUM POINTS TO BE AWARDED	SCORING	MEANS OF VERIFICATION
		<p>A bidder must score the minimum score in each category with an overall minimum score of 28 points for this criterion.</p> <p>An overall minimum of 28 points (as per above) will allow a bidder to qualify for consideration in one Cluster. Failure to score the minimum stipulated points will lead to disqualification. Bidders who wish to be considered for award in two clusters must submit a total of 16 qualifying CVs for assessors (8 assessors per cluster).</p>	<ul style="list-style-type: none"> <li>Certified copies of valid Professional Registration Council Certificates for all personnel that will be rendering the service i.e. Pr Arch / Pr QS/ Pr Eng/ Pr ArchT / Pr Eng T or higher</li> </ul>
<b>3. Assessment Methodology and Execution Plan</b>	<b>20</b>	<p>Bidders must submit a detailed assessment methodology and execution plan that includes the following:</p> <ul style="list-style-type: none"> <li>Assessment methodology (5 Points)</li> <li>Key Activities (5 Points)</li> <li>Clear milestones (5 Points)</li> <li>Project Team Structure comprising of the Company Directors / Principals and the persons / employees for which CV's have been submitted (5 Points)</li> </ul> <p>Bidders must score the maximum 20 points on this criterion. Failure to score the maximum stipulated points will lead to disqualification.</p>	<p>Submission of a detailed assessment methodology and execution plan that includes the following:</p> <ul style="list-style-type: none"> <li>Assessment methodology</li> <li>Key Activities</li> <li>Clear milestones</li> <li>Project Team Structure comprising of the Company Directors / Principals and the persons / employees for which CV's have been submitted (5 Points)</li> </ul>
<b>4. Business Premises</b>	<b>10</b>	<ul style="list-style-type: none"> <li>10 Points for main operational office/ business premises within the Province of KwaZulu Natal</li> </ul>	<ul style="list-style-type: none"> <li>Proof of Physical Address (Utility Bill or First page of bank statement or Letter from local authority)</li> </ul>

CRITERION	MAXIMUM POINTS TO BE AWARDED	SCORING	MEANS OF VERIFICATION
		<ul style="list-style-type: none"><li>• 5 Points for main operational office/ business premises outside the Province of KwaZulu-Natal</li><li>• 0 Points for non-submission</li></ul>	
TOTAL	68 POINTS		
Bidders who score less than 48 points will be disqualified			

**Step 4: Preference Points for Price and Specific Goals**

This bid will be evaluated using the 80/20 preference point system.

Bidders must comply with SBD 6.1 Declaration Form to claim preference points and submit the following documents:

- i. A valid BBBEE Certificate or Sworn Affidavit
- ii Proof of company registration or CK document
- iii. Certified copies of ID documents for directors /members
- iv. Medical Report as proof of disability (if applicable)

**Bidders who fail to submit valid documentation will not be allocated preference points.**

**If deemed necessary, the Department may require presentations from shortlisted Bidders. Site visits to view the business premises of the shortlisted bidders may also be conducted.**



## SECTION K

### TERMS OF REFERENCE FOR UNDERTAKING COMPREHENSIVE BASELINE CONDITION ASSESSMENTS IN KWAZULU-NATAL DEPARTMENT OF EDUCATION SCHOOLS

1. The KwaZulu-Natal Department of Education (KZNDoE) seeks to appoint suitable Professional Service Providers (PSP) to carryout Condition Assessments of school infrastructure (buildings, services, grounds and related infrastructure) across the Province of KwaZulu-Natal.
2. This Condition Assessment is classified as Comprehensive Baseline Condition Assessment applicable to Public Schools of all types and focus as per the annexed list of schools to be assessed.
3. The assessment will include all components making up a facility, covering:
  - i. Approach and Environs
  - ii. All the Buildings
  - iii. Basic Services
  - iv. Operating Systems
  - v. Fittings and Equipment
  - vi. Outdoor Amenities
4. A hard copy that outlines key areas of assessment is hereto annexed for reference purposes only since no manual paper-based recording of assessment outcomes is permitted
5. The aim of this condition assessment is to confirm the **quantity** of components and sub-components that make up a facility, thereafter, assess and record electronically the physical **condition** of components and sub-components.
6. Condition means the physical state, degree of structural integrity or functional fitness of a facility, any of its components or systems to carry out its intended purpose.
7. Quantity refers to the number of components and sub-components and availability or non-availability thereof.
8. The assessment methodology involves a physical walk-about and walk-through of the entire facility, visually assessing the condition and counting the number of components and assign a prescribed condition rating for each component or sub-component as guided by the process flow of the electronic assessment forms
9. **The assessor must physically inspect each component and sub-component from a professional perspective and not rely or conclude based on asking or interviewing occupants about how many components exist and what is their functioning condition. The assessor must count personally and check the functioning condition.**
10. The outcomes/results of the assessment will assist KZNDoE in the strategic planning and prioritization processes relating to the provision and maintenance of physical infrastructure in schools across the Province of KwaZulu-Natal.

11. The assessment focuses on quantity and condition of existing components, without delving into shortages/backlogs or attempt to suggest, recommend or calculate how to address such backlogs, cause of the defects and how to remedy the defects so they do not recur.
12. The assessment process by Architects, Engineers and Quantity Surveyors will highlight schools that require services of a Competent Person, thereafter, KZNDOE will seek the services of relevant Competent Persons to focus on elements pertaining to their areas of specialization
13. The method of carrying out condition assessments shall be fully electronic using appropriate prescribed electronic device(s).
14. The process shall entail on-site assessments of physical infrastructure with simultaneous capturing of data on a web-based electronic system.
15. No manual data collection recorded on paper shall be necessary, provided that where poor internet connectivity prevents capturing online, the assessors will switch to off-line mode and re-load data later in a different location where a strong internet connection is possible.
16. KZNDoE reserves the right to instruct assessors to collect supplementary information that is not pre-loaded on the web-based system, in that case, the manual use of paper may be prescribed for the purpose of collecting such data, or separate electronic forms may be prescribed for the purpose of collecting such additional information.
17. The Education Facilities Management System (EFMS) Assessment Application (EFMS Assess) shall be used as the only web-based system for capturing data collected on-site.
18. No other system or Application is permitted for use for the purpose of carrying out KZNDoE condition assessments
19. All data must be captured on-site immediately upon assessment and may not be recorded separately and captured at a later stage on EFMS Assessment Application, except where a delay in uploading data into EFMS may be due to poor internet connection at the point of data collection. The data must nevertheless be captured in offline mode and be submitted online immediately upon achieving internet connection.
20. The EFMS requires a smart phone with Android mobile operating system, and preferably a Firefox browser as a minimum requirement.
21. Mobile phones or tablets or laptops will be used to carryout condition assessments, all assessors must therefore be provided with suitable devices by the appointed company at the company's expense. Provision or purchase of assessment tools or devices is the responsibility of the bidding company, and by submitting this bid, the bidder confirms that they are in possession of these tools or devices or have resources to increase quantities as required without requesting payment or advance from KZNDoE, and that the bidder may not claim disbursement for costs incurred to purchase such tools or devices. Measuring tools shall be made available by the bidders at their cost and it is recommended that they are electronic that can be operated by the assessor. Drawing software will need to be availed as AutoCAD or similar to draft the floor and site plans at the office.
22. It is the responsibility of the appointed company to ensure that the devices provided are fully suitable and in excellent physical and electronic condition, as the KZNDoE will not

take responsibility for loss of information or inability to process information resulting from defective or inferior devices used.

23. All web-based or electronic forms available on EFMS Assess must be fully and accurately completed before submitting it online for processing into EFMS database. Partially completed or captured school assessments will not be accepted, and in such instances, the appointed company shall be expected to fully complete the outstanding information within the stipulated time frame before they can be remunerated for services rendered. Likewise, incorrect information on fully captured assessments will not be accepted and reassessment and recapture shall be required before remuneration for services can be considered.
24. All system errors, malfunction and downtime must be reported to the relevant EFMS Help Desk immediately upon detection by the assessors, so that it can be resolved timeously without delaying the assessment process.
25. Upon appointment, bidders will be required to submit a quality verification strategy and plan and assign suitably qualified, experienced and professionally registered personal to undertake and oversee the process of condition assessments.
26. Data that is captured with errors or incomplete in some way will be rejected and KZNDoE shall exercise its discretion to either instruct the appointed company to reassess, recapture or correct the information on the system within a stipulated time period.
27. Notwithstanding the provision to correct wrong information as stated above, KZNDoE may elect to terminate services of the appointed company if such incorrectness of information is deemed to amount to gross negligence or gross incompetence.
28. Notwithstanding the provision for data verification and approval by KZNDoE upon completion of condition assessments, KZNDOE may claim damages from the appointed service provider for capturing and submitting data that is inaccurate, misleading or unreliable even if KZNDOE has verified and approved that data on the grounds that it was purported to be correct and later discovered to be misleading
29. KZNDoE may further undertake physical data verification by visiting a selected sample of assessed school to test the authenticity of data provided by the service provider.
- 30. Bids are hereby invited from Registered companies within the Built Environment as Architects, Quantity Surveyors and/or Civil Structural Engineers.**
- 31. Proof of valid registration with relevant Councils (The South African Council for the Quantity Surveying Profession (SAQS), SACAP (The South African Council for the Architectural Profession) and ECSA (The Engineers Council of South Africa) must be furnished for all resources to be deployed for the project (Principals/Directors, Supervisors, Assessors).**
- 32. Proof of Professional Indemnity Insurance to the minimum value of R5 000 000,00 or a quotation not older than 1 month at the time of bid closing must be submitted by all bidding companies.**
33. Principals and Supervisor of the company involved in the project must be registered in the professional category whereas assessors must be registered in the candidate category or higher.

34. Registration category with regards to the Architectural Profession for Principals/Directors and Supervisors should be Professional Architectural Technologist or higher, whereas Assessors may be appointed from all Categories of registration for Candidate Architectural Technologist or higher.
35. With regards to the Quantity Surveying Profession, registration category for Principals and Supervisors should be Professional Quantity Surveyor, whereas Assessors may be registered as a Candidate Quantity Surveyor or higher.
36. With regards to the Engineering Profession, registration category for Principals and Supervisors should be Professional Engineering Technologist or higher, whereas Assessors may be registered as a Candidate Engineer, Professional Certificated Engineer or Professional Engineering Technician or higher.
37. Successful bidders will be appointed in their professional capacity as Quantity Surveyors, Engineers or Architects and will carry out condition assessments in full, either as architects, engineers or quantity surveyors. Collaboration across disciplines is therefore not necessary unless bidders elect to do so voluntarily.
38. In the event where bidders elect to appoint a multidisciplinary team of architects, engineers and quantity surveyors, guidelines regarding minimum categories of registration will prevail in the same order as if there was no multi-disciplinary collaboration.
39. The appointment or deployment of personnel who do not have requisite knowledge, skill and experience of carrying out condition assessments of buildings and related infrastructure is not acceptable. Only personnel registered in stated categories with relevant Professional Councils may undertake the function of carrying out condition assessments for KZNDoe schools.
40. Failure to appoint or provide evidence that the appointed personnel meets the minimum requirements as stipulated herein, will result in immediate disqualification or in the event such incapacity becomes evident after appointment or during assessment process, KZNDoe reserves the right to terminate the contract and recover costs from the appointed service provider after following due processes.
41. Remuneration of services rendered shall be effected once the entire stipulated batch has been assessed, captured, quality verified and approved accordingly. No part payments shall be effected until a minimum stipulated batch of schools is complete and approved in writing.

42. The appointed company shall manage the condition assessment process as per the following recommended hierarchy and allocate human resources accordingly:

<b>TABLE 12 MANAGEMENT, SUPERVISION AND COORDINATION OF CONDITION ASSESSMENTS</b>				
<b>PACKAGING OF SCHOOLS</b>	<b>COORDINATION LEVEL</b>	<b>SIZE OF PACKAGE</b>	<b>DESIGNATED PERSONEL</b>	<b>REGISTRATION CATEGORY</b>
District Packages of schools	Provincial Co-ordinator	2 District or more	Principal/ Director	Professional Registration
Single District package of schools	District Co-ordinator	1 District	Principal/ Director	Professional Registration
Package of schools per Circuit Management Centre	Circuit Management Centre (CMC) Co-ordinator	Number of circuits as designated for Circuit Management Centre	Supervisors	Professional Registration
Package of schools per circuit	Circuit Co-ordinator	Number of schools as designated for circuit	Supervisors	Professional Registration
Individual schools	Assessor(s)	1 School or more	Candidate & Supervisors	Candidate & Professional Registration

43. Successful bidders and all their personnel that will partake in the Condition Assessment process must attend a compulsory training on EFMS Assessment at a date to be announced by KZNDoE. Only trained personnel will be allowed to carry out the assessment as part of Quality Control/Assurance by the Department.
44. The Bidders shall in their pricing allow for access to all spaces within the school at any time. It should be noted that schools operate for around 5 hours per day for 200 days per year. The bidder will have to at their cost allow for liaising with the school directly or via the District, CMC or Circuit so that full access is availed on the day of the assessment. No claim shall be entertained for lack of access, prohibitive access or partial or delayed access and no partial submission due to lack of access will be entertained. The bidder shall also note there is protocol that has to be followed upon arriving at the school such as introducing oneself at the principal office and signing the visitors logbook. Further the bidder shall allow for accessing all spaces while teaching and learning is taking place and the associated waiting times.
45. The PSP will be provided with a list of schools to assess together with coordinates. It will be the responsibility of the PSP to obtain directions to the schools. The list can be downloaded from the Departmental Website and E-Tender Portal.

46. The onus is upon the appointed PSP to acquaint themselves with the operation of the EFMS Assessment Application post training for readiness to undertake condition assessments optimally as required.
47. The bidder will bid for a cluster of schools within five or six CMCs as scheduled in this document. The number of schools within a cluster is typical average 580 schools that comprises small, medium and large schools that may be in rural or urban areas.
48. The bidder may **only** work on a maximum two CMCs per Cluster at any time in any particular year. Assessments for the 2 CMCs must commence and be completed within a 6 calendar months period to leave three months for desktop work, verification and another for preparation for the next batch of two CMCs during the subsequent year. The bidder may only proceed to the next set of CMCs after satisfactorily completing the previous batch of two CMCs. No claim for payment shall be entertained should the bidder elect to start a batch before it is due or has been assigned. **The KZNDOE reserves the right to change the order of assessments from that given in the schedule and the successful bidder will have to obtain approval prior to starting on a particular CMC.**
49. A project initiation meeting for each CMC within a cluster will be held prior to commencement of condition assessment and will be organized by KZNDoe.
50. Progress meetings shall be held on a monthly basis. The Department reserves the right to call for additional meetings any time during each month when it deems it necessary.
51. A (Practical) Completion Review Meeting shall be held at the end of the (6 month) assessment period.
52. A close-out meeting for each CMC within the Cluster shall be held upon conclusion of the project where all data verification has been completed and final approval granted.
53. Successful bidders will enter into agreement with KZNDoe by signing the SBD 7.1 Contract Form and the Construction Industry Development Board (CIDB) Professional Services Contract.
54. Payment for services rendered will be disbursed for each batch of assessments that has been completed and verified to be correct and credible.
55. A verification certificate will be issued for each batch, thereafter an invoice can be prepared.
56. A verification certificate must be attached to each invoice, showing the full list of verified schools matching those claimed for in the invoice. The schools within a batch should be from the same CMC.
57. Schools which failed the verification process must be excluded from the invoice
58. Verification for completed schools shall be conducted once per month, per service provider and verification certificate issued accordingly
59. Each batch of completed schools for which invoices are submitted must consist of at least one-twentieth (5 %) of the total number of allocated schools from one CMC except the last batch.

60. A maximum of twenty (20) batches and twenty (20) related invoices will therefore be submitted for the programme of condition assessments.
61. Successful service providers must have financial capacity to proceed to the next batch of assessment without waiting for payment of invoice for the completed batch(es)
62. Payment for services rendered will occur as follows:
- i. Payment shall be disbursed for every one-twentieth (1/20) or higher of schools completed (approx. 30 schools) and verified for accuracy and credibility except the last batch.
  - ii. The contracted service provider shall upon completing assessment and capturing of one-twentieth (1/20) of schools from one CMC on EFMS submit such list of completed schools to KZNDoE.
  - iii. KZNDoE will start a verification process, and upon completion issue a verification certificate with names of schools that have passed the verification process
  - iv. The service provider shall therefore submit an invoice of the verified and certified schools and attach the verification certificate
  - v. Schools that did not pass the verification process must be submitted as part of the next invoicing batch (1/20 or last invoice as applicable) provided that all necessary amendments have been effected and verification certificate issued
  - vi. A maximum of 20 invoices shall be submitted throughout the project and over three years. In the event that a service provider exceeds the 20 invoices, they must submit a request in writing to the Department to exceed the 20 invoices.
  - vii. Verification process will be done once a month when the number of assessed schools from each CMC has reached one-twentieth (1/20) except the last. No "piecemeal" verification of completed schools across CMCs shall be undertaken for the purpose of submitting invoices.
63. The pricing structure for bidders shall be as per Tables 1 to Table 11 of the Pricing Schedules.

64. The quantities and size categories of schools per Circuit Management Centre (CMC) are as per Table 13 below: A map of the province indicating CMCs is below.

TABLE 13										
NUMBER OF SCHOOLS AND ORDER OF MULTI-YEAR ASSESSMENTS										
A	B	C		D			E	F	G	H
Cluster	DISTRICT	CMC NAME		SCHOOL SIZE			TOTAL/ CMC	YEAR TOTAL	TOTAL/ CLUSTER	ASSESS YEAR
				S	M	L				
1  ZNB 0016E/2023/2024	Zululand	1	NONGOMA	91	50	17	158	315	603	YEAR 1
	Umlazi	2	DURBAN CENTRAL	13	48	96	157			
	Harry Gwala	3	PHOLELA	53	15	8	76	171		YEAR 2
	Umkhanyakude	4	UMHLABUYALINGANA	52	32	11	95			
	Ugu	5	SCOTTBURGH	42	15	4	61	117		YEAR 3
	Umzinyathi	6	UMVOTI	25	21	10	56			
2  ZNB 0017E/2023/2024	Pinetown	7	MAFUKUZELA GHANDI	16	28	43	87	253	574	YEAR 1
	Umkhanyakude	8	HLABISA	82	55	29	166			
	Umgungundlovu	9	UMNGENI	34	35	40	109	181		YEAR 2
	Ilembe	10	MAPHUMULO	47	21	4	72			
	Zululand	11	PONGOLA	40	38	10	88	140		YEAR 3
	Ugu	12	EMZUMBE	29	20	3	52			
3  ZNB 0018E/2023/2024	Harry Gwala	13	IXOPO	47	25	10	82	243	565	YEAR 1
	Uthukela	14	MNAMBITHI	63	54	44	161			
	King Cetshwayo	15	MTHONJANENI	48	35	12	95	186		YEAR 2
	Ilembe	16	NDWEDWE	59	24	8	91			
	Pinetown	17	UMHLATHUZANA	39	38	59	136	136		YEAR 3



A	B	C		D			E	F	G	H
Cluster	DISTRICT	CMC NAME		SCHOOL SIZE			TOTAL / CMC	YEAR TOTAL	TOTAL/ CLUSTER	ASSESS YEAR
				S	M	L				
<div>4</div> <div>ZNB</div> <div>0019E/2023/2024</div>	Uthukela	18	BERGVILLE	35	38	13	86	224	565	YEAR 1
	Harry Gwala	19	UMZIMKHULU	78	34	26	138			
	Umkhanyakude	20	INGWAVUMA	35	39	21	95	199		YEAR 2
	Umlazi	21	PHUMELELA	19	24	61	104			
	Zululand	22	PAULPIETERSBURG	30	9	9	48	142		YEAR 3
	King Cetshwayo	23	UMLALAZI	53	30	11	94			
<div>5</div> <div>ZNB</div> <div>0020E/2023/2024</div>	Zululand	24	MAHLABATHINI	77	44	17	138	282	587	YEAR 1
	Umzinyathi	25	ENDUMENI/NQUTHU	66	44	34	144			
	Umlazi	26	UMBUMBULU	21	33	39	93	183		YEAR 2
	Umgungundlovu	27	VULINDLELA	50	30	10	90			
	Amajuba	28	DANNHAUSER	19	17	14	50	122		YEAR 3
	King Cetshwayo	29	NKANDLA	50	16	6	72			
<div>6</div> <div>ZNB</div> <div>0021E/2023/2024</div>	Umzinyathi	30	MSINGA	98	56	14	168	282	566	YEAR 1
	Zululand	31	BHEKUZULU	50	37	27	114			
	Pinetown	32	DURBAN NORTHWEST	14	27	33	74	179		YEAR 2
	King Cetshwayo	33	IMFOLOZI	45	27	33	105			
	Umgungundlovu	34	UMSUNDUZI	33	22	50	105	105		YEAR 3
<div>7</div> <div>ZNB</div> <div>0022E/2023/2024</div>	King Cetshwayo	35	UMHLATHUZE	33	40	33	106	234	588	YEAR 1
	Ilembe	36	STANGER	38	38	52	128			
	Uthukela	37	ESTCOURT	37	44	21	102	196		YEAR 2
	Umkhanyakude	38	UBOMBO	44	32	18	94			
	Amajuba	39	NEWCASTLE	13	27	42	82	158		YEAR 3
	Ugu	40	SAYIDI	25	29	22	76			
TOTAL				1743	1291	1014	4048	4048	4048	

65. The average number of hours to carry out assessments is estimated as follows:

- i. Small School = 6 hours
- ii. Medium School = 10 hours
- iii. Large School = 14 hours

The supervision and approval by the Principal are at the discretion of the bidder but shall be approximately 30% and 15% respectively.

66. The number of assessment hours shown above are only provided as a benchmark based on previous and current experience, bidders may therefore at their discretion commit on assessment hours that are less or more than those listed above, while being cognizant of the need to maintain competitive pricing.

67. Categorization of schools into small, medium and larger is the prerogative of KZNDoE but generally depends on the number of buildings at the school in which enrolment is a general indicator. Further classification is according to whether the school is a Special school, technical high school or a boarding school. Bidders may not attempt to persuade KZNDoE to change categorization of schools at any stage of the bidding process, and upon appointment and commencement of assessments.

68. Arithmetic errors shall be checked and shall be brought to the attention of the bidder who shall confirm whether they will be able to absorb the errors.

69. A total number of 4048 schools shall be assessed over a period of 3 years, which may be extended for 2 years as need arises (see Table 13).

70. There is a total of 40 CMCs with schools ranging from 48 to 166 per CMC, all adding up to the total number of 4048 schools (see Table 9). The CMCs have been clustered into groups of six or five to form total seven clusters and the pricing shall be per cluster totaling seven bids for which seven awards shall be made. From bottom-up estimates of time to carry out the assessment viz-a-viz the time it is assumed that any bidder who is appointed will have to mobilize eight (8 teams) teams available for deployment for the six months for each set of 2 CMCs per year. Therefore, bidders are to indicate they have the minimum capacity of eight (8) assessors per cluster, four (4) supervisors and two (2) Principals. Further note the EFMS can only allow one data capturer at any one time.

71. The bidder shall also indicate a location factor in a form of a percentage. This shall be based on the location of the CMC and take into account the travelling costs, time travelling and other subsistence and accommodation (disbursements).

## KZN - CMC Map

### Legend

 KZN\_EducationDistricts

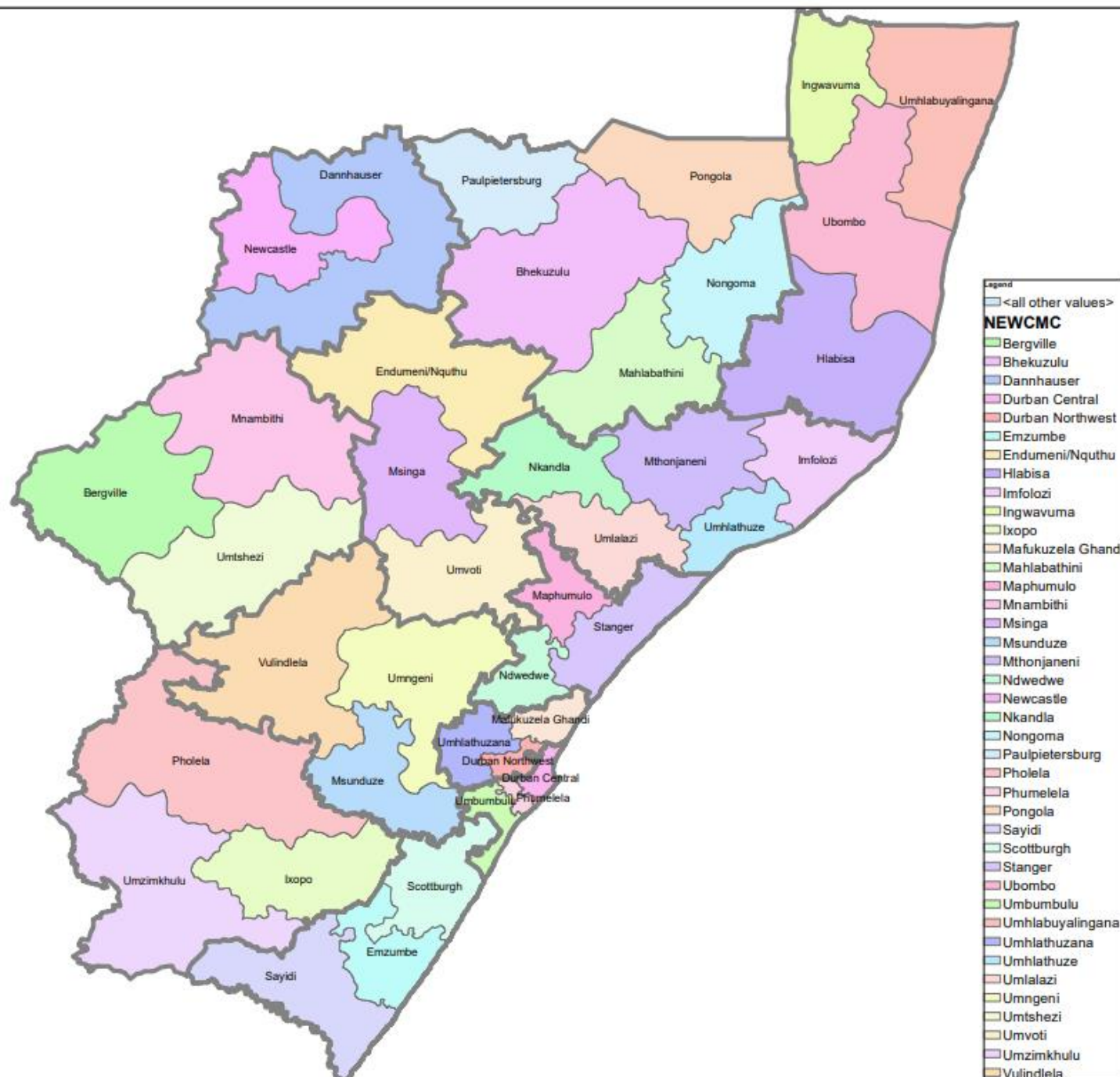


1:2,391,698

0 15 30 60 Kilometers

Infrastructure Planning  
 Town Planning sub-directorate  
 GTg GISc0876  
 Prepared by: K. Ngcobo

Date: 8/23/2023



73. Bidders may enter into joint venture agreements or subcontract other service providers who will have to comprise Assessors Supervisors and Principals. N.B. Each supervisor may only supervise maximum two assessors and each principal can only oversee two supervisors and four assessors.
74. KZNDOE reserves the right to reduce the number of schools by omitting schools which may become non-viable, vacant or closed prior to the commencement of condition assessment.
75. The successful service provider has an obligation to report schools that are found to be vacant or closed to KZNDOE and seek advice regarding continuation or cessation of condition assessment of such school(s).
76. KZNDOE reserves the right to add schools for assessment in the same district(s) where a service provider has been appointed. The cost of assessment per school shall be the same amount offered by the service provider and accepted by KZNDOE for the stipulated period of assessment.
77. A detailed assessment methodology and execution plan must be submitted stating the assessment plan for the allocated number of schools. The plan must indicate how personnel will be deployed per school, per group of schools, and per circuit management centre in their respective designations of assessor, supervisor and principal/director and the time required to complete each small medium or large school. The plan must outline how the assessment will be carried out and completed within the prescribed assessment period. A life cycle chart should be submitted indicating all the activities to be carried out and duration from inception to completion. Tabulated or graphically represented plans are preferred over narratives. The assessment strategy plan shall be evaluated based on the following criteria:

No	EVALUATION OF ASSESSMENT METHODOLOGY AND EXECUTION PLAN
1	The assessment methodology and execution plan is well tabulated and easy to read, with a list of activities, schools, personnel, dates etc. clearly listed
2	The assessment methodology and execution plan demonstrates that the number of schools earmarked for appointment will be completed in 6 calendar months
3	The assessment methodology and execution plan demonstrates that the highest number of personnel listed on the plan are presently in the employ of the Bidder for the minimum stipulated periods for Assessors, Supervisors and Principal/Director
4	The assessment methodology and execution plan relies on personnel yet to be employed upon successful appointment of the bidder

78. A list of schools to be assessed is hereby annexed and categorized accordingly. The list can be downloaded from the Departmental Website and E-Tender Portal.

**SECTION L**  
**AUTHORITY TO SIGN A BID**

**BIDDERS MUST COMPLETE ONLY THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F OR G HEREUNDER**

**A. 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 authorizing a member or other official of the corporation to sign the documents on their behalf.

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

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

authorized 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.....

**B. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20....., Mr / Mrs.....

..... (whose signature appears

below) has been duly authorized 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: ..... DATE: .....

**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**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

## **E CO-OPERATIVE**

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

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

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

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN 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 authorized representatives of the enterprises, authorizing 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 on .....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has 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:** .....  
(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

#### G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing 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 and date of the bid.

#### AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below)  
has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

IN HIS/HER CAPACITY AS: .....

SIGNATURE: .....

DATE: .....



## SECTION M

### Certificate of Compliance with Bid Documentation

It is certified that I/We

\_\_\_\_\_  
(Name of bidding entity)

- 1) have read through and fully understood all the requirements of the Bid Documents and any other associated documents.
- 2) am/are willing to submit the Bid based on all the Conditions of Contract, as described, and shall comply with 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 Bid 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.

**NAME AND SURNAME IN BLOCK LETTERS:** \_\_\_\_\_  
(Duly authorized)

\_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_