



Private Bag X9137, PIETERMARITZBURG, 3200

SUPPLY CHAIN MANAGEMENT

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Invitation to Tender - ZNB 0040E/2022/2023

KwaZulu-Natal Department of Education

APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION WITH AN OPTION TO EXTEND THE CONTRACT PERIOD FOR A FURTHER 24 MONTHS

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

Collection of Bid Documents:

Bid documents will not be available for collection but may be downloaded from the Departmental website www.kzndoe.gov.za

Pre-Qualification Criteria for Preferential Procurement

Bidders who meet the following undermentioned requirements will be considered:

- Entities who are Level 1 status level contributors to B-BBEE and
- Sub-Contracting a minimum of 30% of the contract where applicable to:-
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
 - vi. a cooperative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. an EME or QSEas per the provisions of section 4(1) (a) and (c) of the PPPFA Regulations, 2017.

Bidders who fail to meet the abovementioned requirement will not be considered.

Briefing Session: **There will be no briefing session**

Queries relating to this bid may be addressed to **Fusi Radebe or Gugu Khuzwayo**

E-mail: Fusi.Radebe@kzndoe.gov.za / Gugulethu.Khuzwayo@kzndoe.gov.za

Closing of Bid:

The closing time for receipt of Tenders is **11h00am on 11 July 2022**. 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 address will not be accepted.

Bid Box

First Floor, Visitors Main Entrance

228 Pietermaritzburg Street (Ex-NED Building)

Pietermaritzburg

3201

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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

Definitions

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid numbers **ZNB 0040E/2022/2023**
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 numbers **ZNB 0040E/2022/2023**
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.
10. **“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.
11. **“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.
12. **“Person”** includes reference to a juristic person.
 13. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
 14. **“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.
 15. **“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).
 16. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2001.
 17. **“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.
 18. **“Youth”** mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER			
STANDARD BID DOCUMENTATION:			
PART A	INVITATION TO BID (SBD 1)	YES	NO
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	YES	NO
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	YES	NO
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	YES	NO
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	YES	NO
SECTION D	OFFICIAL BRIEFING SESSION FORM (Not Applicable for this Bid)	N/A	
SECTION E	PRICING SCHEDULE (Not Applicable for this Bid)	N/A	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	YES	NO
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1) AND SWORN AFFIDAVIT FORMS	YES	NO
SECTION H	CONTRACT FORM (SBD 7) - (Not Applicable for this Bid)	N/A	
SECTION I	GENERAL CONDITIONS OF CONTRACT	YES	NO
SECTION J	SPECIAL CONDITIONS OF CONTRACT	YES	NO
SECTION K	AUTHORITY TO SIGN THE BID	YES	NO
SECTION L	TERMS OF REFERENCE/SPECIFICATION	YES	NO
SECTION M	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	YES	NO
SECTION N	PAST / CURRENT EXPERIENCE	YES	NO

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF DEPARTMENT/ PUBLIC ENTITY)</i>					
BID NUMBER:	ZNB 0040E/2022/2023	CLOSING DATE:	11 JULY 2022	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF PRE-APPROVED SERVICE PROVIDERS ON A BUILT ENVIRONMENT DATABASE TO ASSIST THE DEPARTMENT WITH ALL MAINTENANCE PROJECTS, SPECIFICALLY ELECTRICAL, MECHANICAL, BUILDING AND PLUMBING SERVICES FOR A PERIOD OF 36 MONTHS FROM DATE OF AWARD FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION (WITH AN OPTION TO EXTEND CONTRACT PERIOD FOR A FURTHER 24 MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
228 PIETERMARITZ STREET, VISITORS ENTRANCE (TURNSTILE ENTRANCE) BID BOX, 1 ST FLOOR FOYER NEXT TO SECURITY CUBICLE PIETERMARITZBURG BETWEEN 08H00 TO 16H00					
ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Fusi Radebe	CONTACT PERSON	Gugu Khuzwayo		
E-MAIL ADDRESS	Fusi.Radebe@kzndoe.gov.za	E-MAIL ADDRESS	Gugulethu.Khuzwayo@kzndoe.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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. Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures 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. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

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
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 A 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 F

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:.....
.....

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:.....
.....

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

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 consortium² 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.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SECTION G

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- b) 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “price” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

7.2 Name of company/firm:.....

7.3 VAT registration number:.....

7.4 Company registration number:.....

7.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

7.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

7.7 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (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: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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 – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) 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; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

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 Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (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: ____/____/_____

Stamp

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

4. Standards

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

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:

7.4 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

7.5 a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

SECTION J

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

- 1.1 The contract period for this bid is 3 years (36 months) with an option to extend for 2 years (24 months). This bid will be a period contract to be utilized as and when required.
- 1.2 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.

2. CIDB REGISTRATION

Bidders must be registered with the CIDB. Bidders are requested to submit a relevant CIDB certificate for each category applied for.

3. CERTIFICATES OF COMPLIANCE

It is mandatory for service providers to submit the following:

- VALID CIDB CERTIFICATE/S.
- ORIGINAL OR CERTIFIED COPY OF A VALID B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FROM RECOGNIZED AGENCY/INSTITUTION.

4. FALSE DECLARATION

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

5. VALIDITY OF BIDS

Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby 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.

6. AWARD OF BIDS

- 6.1 The Department is aiming at establishing multiple databases as per the Category of Services required as stated in **Schedule A** of Section L (Specification and Terms of Reference).
- 6.2 The non-specialised categories of services will have individual databases per district and service providers may only select a maximum of four (4) districts on **Schedule C**. Where a bidder selects more than 4 districts, the Department reserves the right to use its own discretion. Where no districts are selected, the bidder will be disqualified.
- 6.3 The specialised categories of services will have one database for all districts within the Department.
- 6.4 In instances where there are districts that have not been selected or where there are no successful bidders, the Department reserves the right to source service providers from databases from other districts.

7. ALLOCATION / AWARDING OF WORK

- 7.1 For maintenance, repairs and installations quotations shall be called for taking into account the CIDB grading requirements where applicable.
- 7.2 The Department reserves the right to apply rotation system in line with page 24 of the Construction Procurement Best Practice Guideline.
- 7.3 A minimum of 3 quotations shall be obtained from the service providers in a specific category and rotation will be applied where applicable.

8. WARRANTIES

- 8.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.
- 8.2 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.

9. AMENDMENT OF BID CONDITIONS, ETC.

No agreement to amend or vary the bid conditions 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.

10. CANCELLATION

The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

11. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 11.1 The Department will verify the Tax Compliance Status of a bidder through the Central Supplier Database (CSD).
- 11.2 Bidders must ensure that their tax matters are compliant on CSD. Failure to update Tax Status on the CSD will invalidate your bid.
- 11.3 Each party to a Joint Venture/Consortium must ensure that their tax matters are compliant before the closing date and time of bid.

12. CENTRAL SUPPLIERS DATABASE (CSD)

- 12.1 A bidder submitting bid must be registered on the Central Suppliers Database (CSD). A bidder who has submitted a bid and is not registered on the Central Suppliers Database will not be considered.
- 12.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 12.3 A **full** CSD Report (not older than one month) must be attached to the bid document.
- 12.4 All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 12.5 Failure to comply with any of the above will result in the bidder being disqualified.

13. STATUTORY CHECKS

- 13.1 Central Suppliers Database
- 13.2 Tax Compliance
- 13.3 Business Registration
- 13.4 Database of Defaulters (Restricted Suppliers)
- 13.5 Peral Verification (Government Employee)
- 13.6 Any violation or non-compliance with any of the above will lead to disqualification.

14. COMPLETENESS OF THE BID DOCUMENT

The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures 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.

15. SUBMISSION OF BIDS

- 15.1 Bids are to be submitted to the offices of the Department of Education, ground floor entrance, 228 Pietermaritz Street, Pietermaritzburg before 11:00am. All bids are to be deposited in the bid box situated at the reception area. Late bids will not be accepted.
- 15.2 Documents submitted by Bidders will not be returned.

16. EXPENSES INCURRED IN PREPARATION OF BIDS

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

17. COMPUTERIZED BID DOCUMENTS

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

18. NOTIFICATION OF AWARD OF BID

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

19. CONTRACT AND SERVICE LEVEL AGREEMENT

- 19.1 The successful bidder will be required to sign SBD 7.1 - Contract form of the bid document with the KwaZulu-Natal Department of Education.
- 19.2 The bid document constitutes a legal document and a binding contract.
- 19.3 Where necessary the Department may request a Service Level Agreement to be signed.

20. QUERIES FROM THE BIDDERS

- 20.1 Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **30 June 2022**:
Mr Fusi Radebe at fusi.radebe@kzndoe.gov.za
Mrs Gugulethu Hadebe Gugulethu.khuzwayo@kzndoe.gov.za
- 20.2 Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

21. JOINT VENTURES/CONSORTIUM

- 21.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 21.2 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.
- 21.3 Parties to the JV/Consortium must all sign the JV Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 21.4 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:-
 - 21.4.1 Bank account to be used for the purpose of this Bid or Contract.
 - 21.4.2 authorized representative and signatory.
 - 21.4.3 Authorized letterhead, address, etc.

22. COMMUNICATION, MEDIA RELEASES, ETC

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

23. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 23.1 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:
- 23.1.1 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;
- 23.1.2 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;
- 23.1.3 contravention of paragraph 23.1.1, 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.

24. UNDERTAKING

- 24.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, it's:-
- 24.1.1 Directors, shareholdings, membership and/or management;
- 24.1.2 Constitution, memorandum and/or articles;
- 24.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 24.1.4 Locality of principle place of business, branch offices and/or warehouses;
- 24.1.5 Any changes ancillary to the above;
- 24.2 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.
- 24.3 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:-
- 24.3.1 Directors, shareholdings, membership and/or management; trustees;
- 24.3.2 Constitution, memorandum and/or articles; trustee;
- 24.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 24.3.4 Locality of principle place of business, branch offices and/or warehouses;
- 24.3.6 Any changes ancillary to the above;
- 24.4 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.
- 24.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of it's directors, members, partners, service providers, subcontractors or managers:-
- 24.5.1 has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
- 24.5.2 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);

- 24.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
- 24.5.4 has died or ceased to exist;
- 24.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
- 24.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 24.5.7 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: -
- 24.5.8 immediately cancel the contract;
- 24.5.9 revisit the contract and issue directives with regard to the remaining term of the contract;
- 24.5.10 engage the services of other parties and service providers;
- 24.5.11 engage the service of the next favourable bidder;
- 24.5.12 exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- 24.5.13 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 24.5.14 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 23.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

25. **CESSION OF BID**

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.

26. **SWORN AFFIDAVIT / BBBEE CERTIFICATE**

- 26.1 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.
- 26.2 The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
- 26.3 The Department of Trade and Industry (the dti) has designed affidavit templates and qualifying measured entities must use the templates. The templates are also included in this bid document.
- 26.4 Please note that it is illegal for a measured entity to trade with an invalid/inconclusive or incorrect BBBEE Verification certificate. The procurement spend as a result of such an invalid document cannot be recognized during B-BBEE measurement, therefore, it is critical to determine the validity of B-BBEE certificates measured entities present in order to access an economic opportunity.
- 26.5 Also, in keeping with this principle, the dti issued a communique to all verification professionals through SANAS and IRBA advising that no verification professional is authorized to issue a level 1 or 2 B-BBEE certificate to an EME or black controlled and owned QSEs.

27. **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 Government Tender Bulletin which is published every week on Friday and may be downloaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
 Bid Appeals Tribunal
 Private Bag X9082
 Pietermaritzburg, 3200

Email: BATsecretariat@kzntreasury.gov.za

28. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following steps:

28.1 Step 1 – Prequalification criteria

- Check and verify compliance with the Prequalification Criteria i.e. BBBEE Level 1 and
- Sub-Contracting a minimum of 30% of the contract where applicable to -
 - ix. an EME or QSE which is at least 51% owned by black people;
 - x. an EME or QSE which is at least 51% owned by black people who are youth;
 - xi. an EME or QSE which is at least 51% owned by black people who are women;
 - xii. an EME or QSE which is at least 51% owned by black people with disabilities;
 - xiii. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
 - xiv. a cooperative which is at least 51% owned by black people;
 - xv. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - xvi. an EME or QSE as per the provisions of section 4(1) (a) and (c) of the PPPFA Regulations, 2017.

Bidders who fail to meet the abovementioned requirement will not be considered.

28.2 Step 2 – 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 two will lead to disqualification

The following documentation must be fully completed, each page initialed and submitted:

Compulsory Bid Forms		Tick to indicate submission
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATA BASE	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT AND UP TO DATE	
SECTION D	OFFICIAL BRIEFING SESSION FORM (Not Applicable for this Bid)	
SECTION E	PRICING SCHEDULE (Not Applicable for this Bid)	
SECTION F	BIDDER’S DISCLOSURE (SBD 4)	
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1) AND SWORN AFFIDAVIT FORMS	
SECTION H	CONTRACT FORM (SBD 7) - (Not Applicable for this Bid)	
SECTION I	GENERAL CONDITIONS OF CONTRACT	
SECTION J	SPECIAL CONDITIONS OF CONTRACT	
SECTION K	AUTHORITY TO SIGN THE BID	
SECTION L	TERMS OF REFERENCE/SPECIFICATION	
SECTION M	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	
SECTION N	PAST / CURRENT EXPERIENCE	

28.3 Step 3: Functionality

CRITERION	SCORING (80)	MAXIMUM TO BE AWARDED	MEANS OF VERIFICATION
1. EXPERIENCE	(20)	<ul style="list-style-type: none"> • 20 points for five (5) years or more experience • 10 points for less than five (5) years' experience • 0 points for non-submission or no experience or irrelevant experience 	<ul style="list-style-type: none"> • Company profile and Reference letters with contactable references; or • Company profile and Purchase orders
2. CIDB COMPLIANCE	(20)	<ul style="list-style-type: none"> • 20 points submission relevant CIDB category applied for • 0 points non-submission <p>Bidders who do not score full 20 points for this criterion will be disqualified NB. This criterion applies to services that have CIDB requirement</p>	Submission of a valid CIDB certificate with relevant grading
3. VEHICLES	(20)	<ul style="list-style-type: none"> • 20 Points for ownership of specialized vehicle/s for the following categories of services: Item 1.4.4, and 1.4.9. • 10 Points for a valid lease agreement for specialized vehicle/s for the above categories of services. <p>Bidders who fail to submit proof of the required vehicles for the above categories will not be considered for these categories</p>	<ul style="list-style-type: none"> • Proof of ownership of vehicle(s) i.e. logbooks or • A valid lease agreement signed by both parties.
4. SAFETY PLAN	(10)	<ul style="list-style-type: none"> • 10 Points for a safety plan specific to the bidder's CIDB category or specific service applied for which may not be CIDB regulated <p>Bidders who do not score full 10 points for this criterion will be disqualified</p>	Detailed Safety Plan relevant to categories applied for
5. LOCALITY (Business Premises)	(10)	<ul style="list-style-type: none"> • 10 points for main operational office/ business premises within the Province of KwaZulu-Natal • 5 points for main operational office/business premises outside KwaZulu-Natal Province. 	<ul style="list-style-type: none"> • Proof of Physical Address (Utility Bill, First page of bank statement, Letter from local authority, etc) • Main address a per CSD Report

- Bidders who choose categories of work that do not require CIDB:
Total = 60 (Criterion 1 + Criterion 3 + Criterion 4 + Criterion 5); Pass mark = 35
- Bidders who choose categories of work that do not require vehicles:
Total = 60 (Criterion 1 + Criterion 2 + Criterion 4 + Criterion 5); Pass mark = 45
- Bidders who choose categories of work that do not require both CIDB and Vehicles:
Total = 40 (Criterion 1 + Criterion 4 + Criterion 5); Pass Mark = 25

SECTION K

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & 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 authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1. 2.

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 on20..... ,

Mr/Mrs..... (whose signature appears

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1. 2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....

.....
SIGNATURE **DATE**

D. 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 on20.....,

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:

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 L

TERMS OF REFERENCE/SPECIFICATIONS

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

1. PURPOSE

The purpose of this document is to establish and maintain a database of competent, suitably qualified and experienced, pre-approved and verified service providers for the Department of Education to assist the department with proper maintenance and necessary repairs to its facilities including schools and non-school buildings.

2. SITE

Works for this period contract will be executed at Department of Education facilities throughout the Province of KwaZulu-Natal.

3. DESCRIPTION OF SERVICES

This period contract is a multi-discipline document and encompasses mechanical, electrical, building and plumbing services. Service providers are requested to bid only for services in respect of their own fields of expertise and CIDB registration categories as listed in **Schedule A.1.1. to A.1.4.** In this regard, bidders will be required to provide proof of qualifications, experience and CIDB registration.

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

Successful service providers will be required to supply all transport, materials, labour, plant and tools necessary to complete the works for which they have been contracted by the Department of Education, including full financial resources for the entire works.

4. GENERIC SAFETY PLAN

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

5. WORK IN CONJUNCTION WITH OTHER SERVICE PROVIDERS

Successful service providers may be required to execute works in conjunction with other disciplines on the same site. Successful service providers will be required to co-ordinate their services with others to prevent any conflict on site and maintain the best interests of the Department of Education at all times.

6. CESSION

Successful service providers may not cede or assign any part of this period contract including any rights or claims to monies due to the successful service provider.

7. PROJECT / WORK SPECIFICATIONS

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

8. SERVICES PROVIDED BY THE EMPLOYER

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

9. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

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

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

10. INVOICES

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

- | | |
|------|---------------------------------------------------------------------|
| 10.1 | Name of the school or facility |
| 10.2 | Copy of the official order including the full scope of works |
| 10.3 | Detailed list of materials including the service provider's mark-up |
| 10.4 | Labour hours, applicable rate and sub-total |
| 10.5 | Kilometers travelled, applicable rate and sub-total |
| 10.6 | VAT |
| 10.7 | TOTAL |

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

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

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

11. GUARANTEE PERIOD

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

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

12. RESPONSE TO EMERGENCY WORK

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

13. QUALIFICATIONS

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

- 13.1 Skilled Artisans and Technicians – Trade tested or NQF level 4 qualifications.
- 13.2 Coded Welder – Competence Welder's Performance Certificate.

- 13.3 Apprentice – Registered apprenticeship.
- 13.4 Semi-skilled – Minimum of three years' experience.
- 13.5 Un-skilled – Manual labourer or assistant.
- 13.6 LP Gas installations – Registration with SAQCC as a LP Gas installer.
- 13.7 Safe handling of refrigerant – Certificate for the safe handling of refrigerant.
- 13.8 Specialist cleaning of fuel tanks associated with generators – Conform to the minimum specifications as per **Annexure A** attached.
- 13.9 Specialist mobile classrooms – Manufacturers of mobile facilities with proof of manufacturing plant and premises, i.e. no sub-contractors.
- 13.10 Specialist soup kitchens - Manufacturers of mobile facilities with proof of manufacturing plant and premises, i.e. no sub-contractors.

NOTE: The services of Labour Brokers are specifically excluded from this period contract.

14. RATES: LABOUR, SUBSISTENCE AND TRANSPORT

Labour, Subsistence and Transport Rates shall be as directed by the Department of Labour and the Department of Transport.

15. SCHEDULE OF ITEMS BIDDED FOR

Bidders shall complete **Schedule B** for items bid for.

16. ADDITIONS TO THE DATABASE OF APPROVED SERVICE PROVIDERS

This period contract may be re-advertised at the Department's discretion to allow additional service providers to be added to the database.

17. AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR

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

- (a) **Low voltage switchgear (1000V and lower)**
Accredited Installation Electrician
- (b) **High voltage switchgear (1000V and higher)**

Accredited Installation Electrician who successfully completed an acceptable high voltage switching course at an approved authority. Proof of qualification is to be included in the bid document.

18. SCHEDULE A – CATEGORIES OF SERVICES REQUIRED

1.1 MECHANICAL SERVICES

SCHEDULE A.1.1 MECHANICAL SERVICES

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

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY	SPECIALIZED / NON-SPECIALIZED
1.1.17	Kitchen equipment including electrical and mechanical connections.	ME or EB	Non-specialized
1.1.18	Laundry equipment including electrical and mechanical connections.	ME or EB	Non-specialized
1.1.19	Sewerage purification plants including pumps, dosing equipment, reticulation and associated equipment.	ME	Specialized
1.1.20	Water treatment plants including pumps, dosing equipment, reticulation and associated equipment.	ME	Specialized
1.1.21	Irrigation systems including reticulation and associated equipment.	ME	Non-specialized
1.1.22	Independent testing of water quality including borehole water and sewerage treatment plant water.	ME	Specialized
1.1.23	Supply of water treatment chemicals for water and sewerage treatment plants.	ME	Non-specialized
1.1.24	Swimming pool pumps, filters and associated water piping.	ME	Non-specialized
1.1.25	Borehole drilling and associated equipping complete.	CE or ME	Non-specialized
1.1.26	Borehole equipment repairs and maintenance.	CE or SO or ME	Non-specialized
1.1.27	Fire booster systems including all associated equipment, pumps, electrical and diesel motors, control and electrical panels and pipe reticulation including sprinkler installations, fire hose reels and fire hydrants, but excluding fire extinguishers.	SF	Specialized
1.1.28	Gas fire suppression systems.	SF	Specialized
1.1.29	Fire / smoke detection systems.	EB	Non-specialized
1.1.30	Lawn mowers.	ME or EB	Non-specialized
1.1.31	Tractors.	ME	Non-specialized
1.1.32	Metal and wood working equipment.	ME or EB	Non-specialized
1.1.33	Roll up doors including mechanical and electrical components.	ME or EB	Non-specialized

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY	SPECIALIZED / NON-SPECIALIZED
1.1.34	Hoisting equipment excluding passenger lifts and escalators.	ME	Non-specialized
1.1.35	Passenger lifts and escalators.	SI	Specialized
1.1.36	Industrial cleaning of plant and equipment including kitchen canopies.	ME	Non-specialized
1.1.37	Servicing only of fire extinguishers.	n/a	Non-specialized

SCHEDULE A.1.2 ELECTRICAL SERVICES

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

SCHEDULE A.1.3 BUILDING SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY	SPECIALIZED / NON-SPECIALIZED
1.3.1	All general non-specialist building related services including structural concrete work.	GB	Non-specialized
1.3.2	Major building repairs and renovations	GB	Specialized
1.3.3	Specialist glazing and glass partitioning.	SG	Specialized
1.3.4	Specialist water proofing of roofs and walls.	SN	Specialized
1.3.5	Specialist steel security fencing and pre-cast concrete fencing.	SQ	Specialized
1.3.6	Specialist structural steelwork fabrication and erection.	SL	Specialized
1.3.7	Specialist timber structures and buildings.	SM	Specialized
1.3.8	Asphalt driveways and parking areas.	SB	Non-specialized
1.3.9	General flooring.	GB	Non-specialized
1.3.10	General painting.	GB	Non-specialized
1.3.11	General tiling.	GB	Non-specialized
1.3.12	Specialist mobile classroom and soup kitchen maintenance and repairs.	n/a	Specialized
1.3.13	Civil engineering repair projects including excavations, roads and culverts.	CE or SB	Specialized
1.3.14	Structural engineering repair projects including foundations, cracks, beams, columns and under pinning of buildings.	SC	Specialized
1.3.15	Pest control specialist	n/a	Non-specialized
1.3.16	Semi-skilled building work.	GB	Non-specialized

SCHEDULE A.1.4 PLUMBING SERVICES

ITEM NO.	SERVICE DESCRIPTION: SKILLED LABOUR	CIDB CATEGORY	SPECIALIZED / NON-SPECIALIZED
1.4.1	Water supply piping, plumbing, wet services and drainage for buildings.	SO	Non-specialized
1.4.2	Storm water reticulation and management.	CE	Non-specialized
1.4.3	Sewage reticulation and management.	CE	Non-specialized
1.4.4	Desludging of VIP toilets and septic tanks.	n/a	Non-specialized
1.4.5	Chemical toilets: Supply and maintenance.	n/a	Non-specialized
1.4.6	Provision of brick and mortar and alternative building technology for water and sanitation services, including top structures and underground services. (Installation and Maintenance)	ME or SO or GB	Specialized
1.4.7	Water tank installations including concrete plinths or galvanized tank stands.	ME or SO or GB	Non-specialized
1.4.8	Semi-skilled plumbing services.	SO	Non-specialized
1.4.9	Supply of potable tank and water.	n/a	Non-specialized

SCHEDULE C: SELECTION OF DISTRICTS FOR NON-SPECIALIZED SERVICES

- Service providers must indicate by a tick a maximum of 4 Districts they wish to be included into for non-specialized services as per Clause 6.2 of the Special Conditions of Contract.
- Specialised categories of services will have one database for all districts within the Department.

Failure to comply will lead to disqualification.

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

NAME OF BIDDER: _____

AUTHORISED SIGNATURE: _____

NAME (PRINT): _____

DISTRICT MUNICIPALTY: _____

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Annexure A

TECHNICAL REQUIREMENTS AND SCOPE OF WORK FOR IN-SITU DIESEL FUEL STORAGE TANK CLEANING AND DIESEL FUEL REMEDIATION

TECHNICAL REQUIREMENTS:

- 1) Compliance with all legislated safety requirements pertaining to in situ sampling, diesel tank cleaning, fuel remediation and site specific requirements including provision.
- 2) Submission of a valid comprehensive Safety File and Work Method Statement prior to commencement of service.
- 3) Only proven accredited tank cleaning and fuel remediation equipment and technology to be utilised that has:
 - A processing flow rate of no less than 1:8 to tank volume ratio.
 - Full spectrum water extraction capability (free, entrained and emulsified).
 - BV accredited or similar Induction Conditioning fuel remediation technology.
 - Three phase filtration and separation filtration down to 2 micron.
 - Metallic particulate extraction.
- 4) Service personnel shall be trained, experienced and accredited tank cleaning operators suitably skilled in system operation, fuel remediation procedures and safety requirements.

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

- 5) A process that results in minimal waste/disposal of fuel of less than 1% of tank capacity (excluding water sludge and inorganic debris).
- 6) All contaminated disposable fuels and materials shall be disposed of at an accredited site. Original documentation shall be provided to at the time of invoicing for work done.

SCOPE OF WORK:

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

1. Draw two bottom diesel tank samples of the diesel fuel prior to the commencement of the cleaning of the tanks. Samples shall be drawn utilising recognised diesel tank sampling equipment as per the DN10/07 procedure.
2. Samples shall be drawn from the tanks and sealed in the presence of duly authorized site representative.
3. Samples shall be clearly labelled detailing, date, location, tank type and volume.
4. One sample to be supplied to duly authorized site representative or his/her authorized designee.
5. Provide tank cleaning and fuel remediation services to the diesel tanks which will remove / remediate the following:
 - a) Tank bottom debris
 - b) Free, Entrained and Emulsified water
 - c) Solid contaminants
 - d) Bio-film build-up / accumulation on tank walls and if applicable on baffles, supports
 - e) Remediation of the fuel to comply with SANS 342 (excluding Sulphur content compliance and raising of flashpoint levels)
 - f) The Contractor shall provide specification sheets of tank cleaning equipment to be utilised.
 - g) The Contractor shall provide a list of chemicals and dosage ratios to be used in the tank cleaning and fuel remediation process utilising the MSDS sheets.

Upon completion of the service:

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

Confirmation of Compliance

I (full name) _____

Identity No. _____

duly authorised to sign on behalf of (Company Name) _____

Company Reg. No. _____

Hereby confirm that I/we have read the requirements of this specification and will fully comply with this specification. I/We further confirm that I/We have the required technology and skills to perform the task.

Dated this _____ day of _____ 20_____ at _____

Signature: _____

Witness:

Name _____ Signature _____

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: _____

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SECTION N

PAST / CURRENT EXPERIENCE

A schedule reflecting work secured by the Bidding entity and/ or their individual Directors, members, trustees and partners.

No.	Name of Client	Description of Services / Goods	Contract Value	Start Date	End Date	Contact Person	Telephone No of Contact Person

.....
Surname and Initials of Representative

.....
Signature

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