MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF EDUCATION

BID NUMBER: EDU/129/18/MP

APPOINTMENT OF A SERVICE PROVIDER/S FOR THE TRAINING OF EARLY CHILDHOOD DEVELOPMENT PRACTITIONERS

ISSUED BY:
Department of Education
Private Bag X11341
Mbombela
1200

NAME OF BIDDER: ........................................................................................................

TOTAL BID PRICE (all inclusive): ............................................................................
(Also in words): ........................................................................................................
.................................................................................................................................

This document must remain the original when submitted, no copies will be accepted.
PART A
INVITATION TO BID

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

BID NUMBER: EOU/129/18/MP  CLOSING DATE: 19 FEBRUARY 2018  CLOSING TIME: 12H00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDERS FOR THE TRAINING OF EARLY CHILDHOOD DEVELOPMENT PRACTITIONERS

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT [STREET ADDRESS]

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200. PIET RETIEF, No. 11 Maserole Street, Piet Retief Office, KWAMNHANGA, KwaZulu-Natal Government Complex, Department of Finance, Building No. 12, Computer Centre. EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280. BUSHBUCKRIDGE, Bushbuckridge Advice Centre. Department of Finance. Pretoria building (old Telkom building).

MIDDLESBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Breyers Naude Streets - Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25. MALELANE, 24 Air Street, Malelane.

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[TICK APPLICABLE BOX]

☐ Yes B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes

☐ No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

☐ AN ACCOUNTING OFFICER CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR NAME:

[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?

☐ Yes ☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?

☐ Yes ☐ No

[IF YES ANSWER PART B.3 BELOW]

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)

DATE

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE (ALL INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

HEALTH

CONTACT PERSON

Mr D Mashaba

TELEPHONE NUMBER

013 766 5117

CELL NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON

TELEPHONE NUMBER

072 031 1140

MR D Motshoene
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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES), B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

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 VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? □ YES □ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? □ YES □ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? □ YES □ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? □ YES □ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

SECTION A – GENERAL SPECIFICATIONS/INFORMATION

1. **PURPOSE**
The Mpumalanga Department of Education invites service providers to train Early Childhood Development (ECD) practitioners over a period of three (3) years.

2. **OBJECTIVES AND GOALS**
The Mpumalanga Department of Education subscribes to quality education and development. Hitherto, the training of ECD practitioners should be preceded by quality assured service providers who meet the following legislative prescripts:
   - Sector Education and Training Authority (SETA)
   - Quality Council Regulations of 2008 as amended.
   - Skills Development Act of 1998 as amended

The service providers should be able to train early childhood practitioners employed by the Department of Education within the scope of the National Qualification Framework (NQF) at Level 1 and 4. Upon completion of the programme, practitioners must be presented with certificates of competence at NQF level 1 and 4. The service provider’s programmes shall offer professional, vocational, technical and academic learning in part qualification leading to full qualification, truncated as “PIVOTAL Programme in terms of the Skills Development Act (Act 1 of 1998 as amended).

3. **SCOPE OF WORK**
Bidders should be registered with SAQA (South African Qualification Authority) and have the following minimum requirements:
   - National Qualification Framework Level one (1)
   - SAQA ID 23114
   - Minimum credits 120
   - Qualification Title: Basic Certificate Early Childhood Development
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

DESCRIPTION

This qualification aims to provide access to training and recognition of prior learning for many experienced people who work with young children but have never been trained on this qualification (have been excluded from education and training opportunities).
The training therefore aims to enable learners who in this case are unqualified practitioners to understand and respond appropriately to the basic needs of young children in all areas of their development within a specific phase of development, and in a specific setting e.g. Centre-based or home based. In this training, current learners or practitioners who work in a variety of ECD settings are given an opportunity to acquire an level 1 qualification in order to advance their ECD careers. Exit level outcomes for this qualification are outlined in the relevant SAQA-ID - 23114.

LEVEL FOUR (4)
Bidders should be registered with SAQA (South African Qualification Authority) and have the following minimum requirements:
: National Qualification Framework Level Four (4)
: SAQA ID 58761
: Qualification 140
: Qualification: Certificate Further Education and training: ECD

DESCRIPTION

This is an entry - level qualification.
Practitioners who require this qualification are already practicing within the field, but are without formal qualification. Practitioners will be provided with qualification at an entry level, thus making it possible for them to increase their employment prospects and to further their careers. As such, this Qualification is an entry level qualification for ‘those’ who want to enter the field of Education, Training and Development. At the end of this training learners,( hereafter referred to as practitioners, will be able to facilitate the all- round development of young children in a manner that is sensitive to culture and individual needs (including special needs) and enable them to provide quality early childhood development services for children in a variety of contexts, including community based centres, ECD centre, at home and in related institutions.
Upon completion of the training, these practitioners will amongst others, be able to prepare and plan for ECD, facilitate and monitor the development of babies, toddlers and young children, provide care and support to babies, toddlers and young children.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

P.S THE FOLLOWING APPLIES TO ALL LEVELS

A) THE FOLLOWING MODULES SHALL AMONG OTHERS CONSTITUTE THE QUALIFICATION IN THE PROGRAMME:

- Language Literacy
- Life skills
- The training must be aligned with the Mpumalanga Department of Education ECD policies.
- All Training should be unit standards aligned with credit bearing
- The Service provider should be accredited by Quality Assurance Body in terms of National Qualification Framework Act of 2008 with the relevant qualification and scope.

B) THE FOLLOWING GENERIC ASPECTS OF LEARNING SHALL BE COVERED

- Overview of the Children's Act Chapters, on children's development, Children rights
- Health, Hygiene and Nutrition;
- Playing and creativity; and
- The importance of Child Development:
  - Cognitive /Intellectual;
  - Social and Language;
  - Physical;
  - Social and Emotional;
  - Child safety, child friendly environment and protection;
  - Human Rights culture;
  - Behavior management /Modification: positive and constructive and
  - Discipline

C) ASSESSMENT, EVALUATION AND MODERATION

- The Service Provider shall avail facilitators that are proficient in the African Indigenous Languages spoken in the Province (Xitsonga, IsiZulu, Siswati, IsiNdebele, Sepedi, Setswana, Southern-Sotho, Tshivenda and Isixhosa) and shall be able to switch-code in ensuring that all practitioners benefit from the programme;
- Assessed, evaluated and moderated of the understanding on his /her knowledge acquired during the course of training and their practical application for applied competence;
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

- Assessment, evaluation and moderation policy material shall be made available and explained to participants;
- The policy on assessment, evaluation and moderation shall clearly indicate the assessment, evaluation, moderation and appeal processes for level of competency in all elements;
- An assessment policy shall contain the report illustrating the evaluation process, moderation, accompanied by model rubric answers, required score of learner attainment, the name, registration details which include accreditation and Curriculum Vitae reflecting subject matter expertise of the facilitator, assessor and moderator; and
- The assessment, evaluation and moderation report shall contain an institution’s name, contact details, relevant insignia or emblem as well as evaluation findings of the participating practitioners’ performances.

D. CERTIFICATION
- A certificate shall be issued to practitioners on completion of the programme.
- The certificates shall be issued by a relevant accredited institution, and quality assured by the appropriate Quality Council for release of approved academic record or transcript and certificates.

E. ACCREDITATION
- The service provider shall be accredited in terms of the Skills Development Act no 97 of 1998 as amended with Education Training and Development Practices Sector Education and Training Authority (ETDP SETA);
- The service provider shall appoint competent and qualified ECD facilitators, assessors and moderators with requisite skills in Early Childhood Development.
- The service provider shall submit quarterly and final reports on completion of each module on the training focusing on the impact of the training, intervention, challenges and remedial actions, etc; and
- The service provider shall submit proof of accreditation and approval for relevant learning programme.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

The service provider should provide the following:

- Name of the programme
- Accreditation details
- Name of the Facilitator/Assessor/Moderator
- Surname of the Facilitator/Assessor/Moderator
- Qualification achieved within ECD learning area and service profile and experience
- Identity Number
- Contact Details: Cell Number, Landline, Fax and Email Address

F. REQUIREMENTS

The bidder is required to:

- To ensure effective quality service through teaching, learning and development. The selected service provider (s) shall be responsible for the development of the approach to the training of the Early Childhood Development practitioners;
- Service providers shall strictly adhere to stipulated and agreed-upon time frames and departmental policies that are related to training;
- The service provider shall design and make available a detailed implementation plan that addresses the notional hours related to all the relevant qualifications;
- The service provider must submit a report after each module and provide a written report of performance of individual participants, and develop support programme for non-performers;
- Service provider shall provide a summative report on completion of each module to the Mpumalanga Department of Education and also arrange quarterly stakeholder review meetings;

A detailed project plan will include the following:

- A detailed and clear concept on the proposed approach;
- The organizational structure which indicates various responsibility officers relating to the projects;
- Service profile and Experience;
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

- Curriculum Vitae of key staff that will be used in the programme;
- Approval for the programme from DHET/Quality council;
- Referral Letter/s;
- Qualifications of the ETD staff;
- Accreditation status;
- Learning programme material, with honouring intellectual property;
- Quality assurance process;
- Assessor details and assessment process;
- Proposed evaluation plan for the project implementation; and
- Indication of capacity to work across the Mpumalanga districts or within a selected district.

- The service provider should have a clear understanding of how the education systems operates also understanding the different roles of the various levels of the systems in Early Child Development (ECD);
- The service provider will execute the projects under control, monitoring and evaluation of a multi focus team of the Mpumalanga Department of Education; and
- The service Provider shall work together with the assigned Departmental officials on the programme as part of the process to transfer skills and build capacity in the Department.

G. LIAISON AND REPORTING
The service provider will report to the Provincial Director GET: Early Childhood Development. As such primary accountability for the project is to the Accounting Officer.

Resources
The service provider will provide the following:

- Facilitation personnel and resources.
- Training equipment, material and resources related to learning programme;
- Support the implementation of the programme;
- The practitioners, facilitator ratio of 1:30 and assessor must be adhered to;
- Ensure that Early Childhood Development Institution Facilitator and registered assessor are included in the implementation of the learning programme;
- Provide capacity building to Early Childhood Development Institute; and
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

Accredited training venue shall be zero rated cost, however should always be conducive to learning and be accessible to people living with disabilities in terms of Health and Occupational safety.

SECTION B – BIDDING PROCESS

SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

4. Preference Points in terms PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Regulations of 2017. Responsive bids shall be adjudicated by the MDoE on the 90/10 preference point system on the basis of:

Functionality:

<table>
<thead>
<tr>
<th>Functionality</th>
<th>100</th>
</tr>
</thead>
</table>

Price and equity ownership:

<table>
<thead>
<tr>
<th>Price</th>
<th>80</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-BBEE Status level of Contributor</td>
<td>20</td>
</tr>
</tbody>
</table>

A maximum of 10 points shall be awarded to a bidder(s) in respect of B-BBEE contribution contemplated in sub- regulation (2), and shall be added to the points scored for price as calculated in accordance with sub-regulation (1).

Subject to Regulation 7, the contract will be awarded to the bidder who scores the highest total number of points. Equally, sub-regulation (3) requires that points should be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

<table>
<thead>
<tr>
<th>B-BBEE Status level of Contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
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<tr>
<td>3</td>
<td>14</td>
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<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
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</tbody>
</table>
Appointment of a service provider(s) to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2 (1) (f) of the PPPFA.

Original or certified originally B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a certificate from a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or sworn affidavit indicating the level of preferential points to be claimed as contemplated in the amended Code of Good Practice of the B-BBEE Act. Joint venture / partnership / consortium must attach a consolidated original or certified copy of the B-BBEE Certificate(s). The B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprises (EME). Qualifying Small Enterprises (QSE) as well as medium to larger businesses must submit B-BBEE certificates accredited by SANAS or IRBA.

The MDoE reserves the right to:
- Request further information from the bidder(s) anytime;
- Verify information and documentation of the respective bidder(s);
- Inspect, prior to the awarding of the contract, the necessary infrastructure for the execution the contract to the satisfaction of the MDoE;
- Award more than one bidder;
- Cancel the bid or not to appoint any bidder(s); and
- Invite short –listed bidder(s) to make a presentation before awarding the bid.

5. Returnable Documents
a. Compulsory Returnable Documents

Each bid shall comprise of a clearly indexed proposal with the following tender documents that comply to the specified conditions/criteria:

<table>
<thead>
<tr>
<th>Section</th>
<th>a. Compulsory Returnable Documents</th>
<th>Attached YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Standard bidding documents to be fully completed, initialled on each page and signed in relevant areas.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Valid tax clearance certificate accompanied by the pin issued by South African Revenue Services (SARS). (The bidder must ensure the tax status with SARS remains compliant for the duration of the bid validity period). Bidders who are in a joint venture should submit individual Tax clearance certificates. Proof of VAT registration if the bidder is VAT registered or declaration that the</td>
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</table>
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

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<tbody>
<tr>
<td><strong>b.</strong></td>
<td>The bidder is not VAT registered and therefore cannot charge VAT.</td>
</tr>
<tr>
<td><strong>c.</strong></td>
<td>Originally Certified copies of CIPRO/ CIPC Company registration documents. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.</td>
</tr>
<tr>
<td><strong>d.</strong></td>
<td>If the bidder is a joint venture/consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture/consortium/partnership authorizing its participation in the bid. If the bidder is not joint a venture/consortium/partnership section(d) is not compulsory. The date on the certified copy must not be older than one (1) month as at the closing date of the bid.</td>
</tr>
<tr>
<td><strong>e.</strong></td>
<td>Originally Certified copies of the identity documents/valid passports of all the directors of the company if a natural person or a partnership. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.</td>
</tr>
<tr>
<td><strong>f.</strong></td>
<td>Letter of approval by the relevant Executing Authority to do business if the entity has member/members who is/are a Government Employee/s.</td>
</tr>
<tr>
<td><strong>g.</strong></td>
<td>Letter of good standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted and will lead to automatic disqualification.</td>
</tr>
<tr>
<td><strong>h.</strong></td>
<td>Valid UIF Compliance Certificate issued by the Department of Labour. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted and will lead to automatic disqualification.</td>
</tr>
<tr>
<td><strong>i.</strong></td>
<td>Proof of registration with National Treasury’s Central Supplier Database (CSD)</td>
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<td><strong>j.</strong></td>
<td>Proof of ETDP SETA Accreditation certificate</td>
</tr>
</tbody>
</table>

N.B. BIDDERS WHO FAIL TO ATTACH ANYONE OF THE ABOVE COMPULSORY DOCUMENTS WILL HAVE THEIR BIDS DISQUALIFIED.

N.B ALL SUBMITTED DOCUMENTS MUST BE INITIALED ON EACH PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

5.2 Supporting returnable documents

<table>
<thead>
<tr>
<th>Section</th>
<th>a. Supporting Returnable Documents</th>
<th>Attached YES/ NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is a EME or QSE.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Original /Originally certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a certificate from a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. The B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprise (EME). Bidders in a joint venture/Partnership/consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit if an EME. The date on the certified copies must not be older than one (1) months as at the closing date of the bid.</td>
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<tr>
<td>c.</td>
<td>A detailed implementation plan indicating how the bidder will train early childhood development practitioners of the department, the implementation plan should include work plan, organizational skill and administrative skill.</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Evidence of experience in training of early childhood development practitioners in the form of an appointment letter or a purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>An originally stamped letter of good standing indicating rating of the account from a bank registered in terms of Bank Act (Act No.94 of 1990 as amended). The date on the letter must not be older than one (1) month as at the closing date of the bid.</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Curriculum vitae of key personnel staff and qualifications</td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Customer care and stakeholders relation a detailed remedial response strategy, stakeholders relations and administrative strategy</td>
<td></td>
</tr>
</tbody>
</table>
Appointme of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

6. Criteria for evaluating the bid

a. The Bidders must submit an implementation plan together with the bid documents. The implementation plan should be a detailed proposal indicating how the bidder will train early childhood development practitioners. It should further provide information on:
   - Understanding of the terms of the bid
   - Ability to conceptualize the task
   - Innovative in approach
   - Work plan, organizational, management and administrative skills.
   - Customer care and stakeholders’ relation

b. The bidder must have an office, equipment and infrastructure to train early childhood development practitioners of the department effectively and efficiently.

c. A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, (Act No 1 of 1993) shall be attached.

d. The Supplier must have the necessary financial resources to ensure that services are rendered at the required standards. A letter from a bank registered in terms of the Bank Act (Act No.94 of 1990 as amended) indicating the rating of the account must be attached.

e. The bidder must submit a sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is a EME or QSE. Failure to submit the sworn affidavit will result in the bidder’s B-BBEE certificate not being considered.

f. The bidder shall submit an original or originally certified copy of B-BBEE verification certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS). Bidders in a joint venture/ partnership/ consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate or a certificate from a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or sworn affidavit if an EME indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act.

g. The bidder must be in a position to demonstrate experience in training of early childhood development practitioners of the department, by attaching proof of similar service rendered in the past. The bidder must submit proof (CV’s) of staff/personnel that will implement the project.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

7. INVALIDATION OF BID
False and misleading information such as the following shall invalidate the bid:

7.1 Misrepresentation of information when completing the bid document;
7.2 Fronting.

8. General
The bid evaluation process shall be conducted based on functionality (100), price (80) and B-BBEE status level of contribution (20).

8.1 Evaluation Phase
a. Phase 1- Functionality

The Bid Evaluation Committee (BEC) members shall individually evaluate the responses received and/or presentations made against the following criteria:

<table>
<thead>
<tr>
<th>FUNCTIONALITY ASSESSMENT AREA</th>
<th>Weight</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Understanding of the terms of the bid</td>
<td>0-15</td>
<td></td>
</tr>
<tr>
<td>➢ Ability to conceptualize the task</td>
<td>0-05</td>
<td></td>
</tr>
<tr>
<td>➢ Innovation in approach</td>
<td>0-05</td>
<td>40</td>
</tr>
<tr>
<td>Work plan</td>
<td>0-15</td>
<td></td>
</tr>
<tr>
<td>➢ Organizational skills (Effective systems relevant to the training and checkpoint)</td>
<td></td>
<td></td>
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<tr>
<td>➢ Administrative skills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Competences and expertise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Evidence of experience in training of early childhood development practitioners.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 0 months -11 months</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>*1 year -2 years</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>*3 years-5 years</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>*6 yrs and above</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

<table>
<thead>
<tr>
<th>Financial Capacity</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Letter from the bank with rating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A= (15)</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>B= (12)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C= (9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D= (6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E= (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No letter = (0)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Staff Qualifications and Skills (attached CV) | | |
| ➢ Appropriate accreditation on facilitation | 0-5 | 0-5 | 15 |
| ➢ Relevant Experience of personnel (project organogram, roles and responsibilities) | | |
| ➢ Minimum Qualification: Diploma/Degree in Childhood development, Educational fields and assessor /moderator /programme designer /accredited facilitator | 0-5 | | |

| Customer Care and stakeholder relation | | |
| Remedial response strategy | 0-5 | | 10 |
| Stakeholders relations and administration strategy | 0-5 | | |

| Total functionality score | 100 | 100 |
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

The points scored for functionality shall be calculated as follows: Each Bid Evaluation Committee(BEC) member shall award points for each individual criterion on the score sheet. The assessment of functionality shall be done in terms of the above mentioned evaluation criteria with a minimum threshold of 70 points. All bidders who scored the minimum threshold of 70 points or above shall advance to Phase II of the bidding process. Bids that do not score specified minimum points for functionality shall not proceed to the next stage.

a. **Phase II- Evaluation in terms of the 80/20 preference point systems**

Only qualifying bids from phase I shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used for the price only and 20 points B-BBEE Level of Contributor.

The lowest acceptable bid shall obtain the maximum percentage allocated for price. The other bids with higher prices shall proportionately obtain lower percentages.

The final points to choose the preferred bidder shall be calculated as follows:

\[ P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where
- \( P_s \) = Points scored for comparative price of tender or offer under consideration
- \( P_t \) = Comparative price of tender or offer under consideration; and
- \( P_{\text{min}} \) = Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are part of the standard bidding document.

b. **Phase III- Recommendations**

Bidder(s) with the highest points shall then be recommended on the following overall criteria:
- The needs of MDoE in terms of its operations regarding the training Early Childhood Development practitioners;
- The service provider(s) have experience in the operations related to the training Early Childhood Development practitioners;
- The service provider(s) have/s has sufficient capacity i.e. financial viability; effective, efficient, reliable; and
- The service provider(s) has/have the overall capacity to provide a service characterized by quality, accuracy and speed.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

SECTION C - SPECIAL CONDITIONS

9. **Compliance with compulsory guidelines (Acts, Rules and Regulations):**
   a. Official orders will be placed during the course of the contract period, as and when required;
   b. Value Added Tax (VAT) is to be included in the tender price;
   c. Delivery of the service must be immediately after the receipt of an official order;
   d. Full details of offer are to be indicated on the invoice;
   e. Payment will be effected only after receipt of a detailed invoice;
   f. The MDoE reserves the right to terminate the contract if the successful bidder(s) does not comply with any stipulations contained in the contract and
   g. The contract shall be signed by both parties (successful bidder and the Mpumalanga Department of Education) before commencing with the service.
   h. Prospective bidders must tender for at least one of the categories (Levels) indicated on the pricing schedule, as the bid will be awarded per category or as a whole by the Mpumalanga Department of Education.

10. **Bid Policies, Procedures, Terms & Conditions**

    The Department reserves the right to terminate the contract with immediate effect if:
   a. There is breach of confidentiality;
   b. A service provider performs unsatisfactorily and fails to remedy such poor or non-performance within seven (7) days of receipt of written request to do so. It excludes cases where it is impossible to render the service or instances/events beyond the reasonable control of the service provider;
   c. A bid may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest points and;
   d. Only a bidder who has completed and signed the declaration part of the preference points would be considered for preference points.

11. **The Department reserves the right to:**

    a. Cancel the Bid or not to appoint any bidder;
    b. Request further information from any bidder after the closing date;
    c. Appoint more than one service provider;
    d. Verify information and documentation of the responsive bidder and
    e. Inspect the operation or any part thereof during the evaluation phase of the bid.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

12. Breach of Contract

a. If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the bidder, the parties must mutually agree on methods of continuing with the essential services or of terminating the contract.

13. Payments

a. Payment should be made on submission of an invoice for services rendered. The invoice must indicate for which service is payment claimed and must reflect the order number.
b. Payment will be effected after satisfactory delivery of services in accordance with the monthly progress report. Comprehensive detailed invoices and payment schedule with attachment should be submitted for the project manager’s approval.

14. Billing

a. An original invoice should be generated and submitted after the service has been rendered. The invoice should have the following invoice number, signed by the service provider, the correct amount proper letter head.

15. Liability

a. The bidder shall indemnify the Department herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from death, injuries or ailment of any person, or the damage of property of the bidder or any other person - that may result from or be related to the execution of this contract.

16. Central Supplier Database

This bid will not be awarded to a bidder who is not registered as a prospective service provider on the Central Supplier Database(CSD) as administered by the National Treasury.

17. Performance management

a. Supplier Performance Management is viewed by the MDoE as a critical component in ensuring value for money in the acquisition of goods and services. Therefore, good, professional relations between the MDoE and all its service providers are important for supplier performance.
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

b. The successful bidder shall upon receipt of written notification of an award, be required to sign a contract and a Service Level Agreement (SLA) with the MDoE, which will form integral part of the service agreement.

c. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value add to the MDoE's operations.

d. Bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured in order to achieve the objectives of this condition.

18. VAT and Tax Compliance Status

a. All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax clearance certificate in CSD may invalidate a bid. (The bidder must ensure that the tax status with SARS remains compliant for the duration of the bid validity period).

19. Declaration of interest.

a. Bidders are required to declare interest (in the SBD4 form) if they, or any person associated with the bidder (relatives/spouse/business partners/shareholders) is presently employed by any state organ or department;

b. Failure to declare as per 19. (a) above may result in the transgressing company being restricted for a 10-year period from doing business with state institutions.

20. Pricing

The prices of items must include training material, issuing of certificates, transport and training. Note: that NO requests for price escalations will be considered due to the understanding that bidders have the responsibility to accurately project/estimate their prices for the duration of this bid.

BIDDER / DESIGNATED PERSON

SIGNATURE

DATE

PS: FAILURE TO COMPLY WITH ANYONE OF THE ABOVE CONDITIONS WILL LEAD TO DISQUALIFICATION OR TERMINATION OF CONTRACT.
20. SECTION D: PRICING SCHEDULE

BIDDER

NAME: ____________________________

CATEGORY A: LEVEL ONE (1)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUB ITEM DESCRIPTION</th>
<th>DETAILED DESCRIPTION</th>
<th>PRICE IN RSA CURRENCY INCLUSIVE OF VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>FIRM PRICE YEAR 1</td>
</tr>
<tr>
<td>1</td>
<td>Training of early childhood Practitioners Level ONE (REFER TO SCOPE OF WORK)</td>
<td>Per practitioner</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

VAT

GRAND TOTAL

TOTAL Y1+Y2+Y3

BIDDER SIGNATURE ______________________ DATE ____________________
Appointment of a service provider/s to train Early Childhood Development practitioners in the Mpumalanga Department for a period of three (3) years.

BIDDER

NAME: ____________________________

CATEGORY B: LEVEL FOUR (4)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUB ITEM DESCRIPTION</th>
<th>DETAILED DESCRIPTION</th>
<th>PRICE IN RSA CURRENCY INCLUSIVE OF VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>FIRM PRICE YEAR 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FIRM PRICE YEAR 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FIRM PRICE YEAR 3</td>
</tr>
<tr>
<td>1</td>
<td>Training of early childhood Practitioners Level FOUR (REFER TO SCOPE OF WORK)</td>
<td>Per practitioner</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

VAT

GRAND TOTAL

TOTAL Y1+Y2+Y3

BIDDER SIGNATURE_________________________ DATE_________________
Purpose

Select the applicable option:

- Tender
- Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Income Tax ref no

VAT registration no

Customs code

Telephone no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address
Particulars of tender (If applicable)

Tender number

Estimated Tender amount

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

Audit

Are you currently aware of any Audit investigation against you/the company? ................................................................. YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I, the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Name of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/Public Officer

Date

Notes:

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...  
    As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: .................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder): ...........................................

2.4 Company Registration Number: ............................................................................................

2.5 Tax Reference Number: ........................................................................................................

2.6 VAT Registration Number: ....................................................................................................

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

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

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: 

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION

I, THE UNDERSIGNED (NAME)........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

........................................................................... ......................................................
Signature                          Date

........................................................................... ......................................................
Position                          Name of bidder

May 2011
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


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; or
   b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>Points</th>
<th>PRICE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th>
<th>Total points for Price and B-BBEE must not exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>80</td>
<td>20</td>
<td>100</td>
</tr>
</tbody>
</table>

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
(g) "prices" includes all applicable taxes less all unconditional discounts;
(h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;
(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

\[
P_S = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where
\[
P_S = \text{Points scored for price of bid under consideration}
\]
\[
P_t = \text{Price of bid under consideration}
\]
\[
P_{\text{min}} = \text{Price of lowest acceptable bid}
\]

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:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: \( \text{ } = \text{(maximum of 10 or 20 points)} \)

(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:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: .................................................................

8.2 VAT registration number: ..........................................................

8.3 Company registration number: ..................................................

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

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

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

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

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE 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.

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ......................</td>
</tr>
<tr>
<td>2. ......................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: ........................</td>
</tr>
<tr>
<td>ADDRESS ........................</td>
</tr>
<tr>
<td>................................</td>
</tr>
<tr>
<td>................................</td>
</tr>
</tbody>
</table>
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[ LC = \left[ 1 - \frac{x}{y} \right] \times 100 \]

Where
\( x \) is the imported content in Rand
\( y \) is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of \( x \) must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

3. Does any portion of the goods or services offered have any imported content?
   (Tick applicable box)

   [ ] YES  [ ] NO

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .................................................................................................

ISSUED BY: (Procurement Authority / Name of Institution):
The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.lhdti.gov.za/industrial-development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ................................................................. (full names),
do hereby declare, in my capacity as ...........................................................
of ................................................................. (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017.
promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ___________________________ DATE: __________

WITNESS No. 1 ___________________________ DATE: __________

WITNESS No. 2 ___________________________ DATE: __________
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.................................................................  ........................................
Signature                                      Date

.................................................................  ........................................
Position                                       Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^9\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

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

\(^9\) 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.................................................................
Signature

.................................................................
Date

.................................................................
Position

.................................................................
Name of Bidder

J5914w 2
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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4. Standards
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6. Patent rights
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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
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.tender.gov.za

4. Standards

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

5. Use of contract documents and information: inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
29. Governing language
29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

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

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

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

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

34 Prohibition of Restrictive practices
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.