PART A
INVITATION TO BID

ECBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU12-22/23-0001**	CLOSING DATE:	**11 JULY 2022**	CLOSING TIME:	11H00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVDER TO CONDUCT ASSESSMENTS AS PART OF A MIDDLE MANAGEMENT EHANCEMENT AND ADVANCEMENT PROGRAM IN THE EASTERN CAPE PROVINCIAL TREASURY (ECPT) FOR A PERIOD OF THREE (3) MONTHS**				

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

EASTERN CAPE PROVINCIAL TREASURY

SUPPLY CHAIN MANAGEMENT UNIT

SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE

TYAMZASHE BUILDING, BHISHO, 5605

BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO		**TECHNICAL ENQUIRIES MUST BE DIRECTED TO:**	
CONTACT PERSON	**MS. P. NDALENI**	CONTACT PERSON	**MS. Z. MASHIYI**
TELEPHONE NUMBER	**083 737 8622**	TELEPHONE NUMBER	**060 5734 757**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Phumla.ndaleni@ectreasury.gov.za**	E-MAIL ADDRESS	**Zoleka.mashiyi@ectreasury.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONAIRE BELOW

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER

NAME OF DEPARTMENT: _____

BID NUMBER: _____

BID DESCRIPTION: _____

Item No	***Item Description***	***Checked by Bidder-(√)***	***Verified by Department – (√)***	***Bidder to indicate yes or no where applicable***	***Bidder's Page Numbers***
1	ECBD 1-Invitation to Bid				
2	Central Supplier Database(CSD)				
3	SARS PIN Letter				
4	ECBD 3.1 – Pricing Schedule				
5	ECBD 4- Declaration Interest				
6	ECBD 6.1- Preference Points Claim Form				
7	General conditions of contract				
8	Special conditions of contract including Annexures if applicable				
9	Terms of reference				
10	Bidder's proposal				
11	Functionality evaluation- including references letters, CV's etc. (if requested)				
12	Gender(F-female or M-male				
13	Youth(Y=yes or N=no				
14	Disability(Y=yes or no				

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:
Employer for whom the work was performed;
Nature of work;
Value of work;
Year completed.
Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Provincial Treasury as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Provincial Treasury will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects. Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids, in sealed envelopes clearly marked **" Appointment of a service provider to conduct Assessments as part of a middle management enhancement and advancement program in the Eastern Cape Provincial Treasury (ECPT) for a period of three (3) months: SCMU12-22/23-0001,** and the Bidder's name and address, shall be delivered to the Eastern Cape Provincial Treasury, Tyamzashe Building- Shop No. 7, Corner Phalo & Independence Avenues, Bhisho **not later than 11h:00 on the closing date, 11 July 2022.** Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Provincial Treasury, Bhisho, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven(7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. BRIEFING SESSION MEETING

None

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

12. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of one hundred and twenty (120) days from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Contractor fails to comply with the conditions of the contract the penalties will be stipulated in the Service Level Agreement

CHAPTER 3: GENERAL CONDITIONS OF CONTRACT

PROVINCE OF THE EASTERN CAPE
PROVINCIAL TREASURY

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or

after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria

0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

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 as 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 12 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b)the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……Bid number……

Closing Time 11:00 Closing date……

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

TOTAL BID PRICE: R_____

- Required by: ……
- At: ……
  ……
- **Brand and model** ……
- **Country of origin** ……
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)……**
- **Period required for delivery** ……
  ***Delivery: Firm/not firm**
- **Delivery basis** ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

ECBD 4 FORMS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

ECBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated **Not to exceed R50 000 000** (all applicable taxes included) and therefore the **80 / 20 Preference Point System shall be applicable**.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of

the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE us level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

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

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

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.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

BID POLICIES, PROCEDURES AND STANDARD CONDITIONS

In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

1. SUPPLIERS DATABASE

1.1 The bidder agrees that the bid/quotation will be subject to the provisions of the Centralised Suppliers Database (CSD) Policy.

1.2 The bidder confirms that the information that appears on the CSD, including the annexures with additional information, is correct and accurate, and if the information provided in this document differs from that contained in the CSD, the latter information will be deemed to be correct.

1.3 Where the bidder intentionally furnishes incorrect and/or misleading information and/or provides information that is contrary to that which has been provided for on the CSD, the quotation/bid may be rejected.

1.4 The provision of incorrect and/or misleading information, whether intentionally or not, may result in the bidder being deregistered from the CSD and restricted from doing business with the Provincial Government.

2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM

2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.

2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.

2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.

2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe Building, Bhisho or accessed electronically from www.ectreasury.gov.za.

3. SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 Government's bidding procedures as prescribed by the Supply Chain Management Framework applies;

3.2 Only bidders that have met the requirements of the bid Specification/ Terms of Reference shall be considered during the adjudication process;

3.3 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS;

3.4 Bidders must submit original and valid status level verification certificate or a certified copy of B-BBEE verification certificate from accredited verification agencies in order to claim B-BBEE points; or submit a Sworn Affidavits for Exempted Micro Enterprises (EME) / QSE.

3.5 Copy of Companies and Intellectual Property Commission (CIPRO/ CIPC) document must be attached to the bid documents together with the share certificate of individual members/ directors;

3.6 Bidders are required to submit certified copies of Identity Documents (ID's) of owners and team members of the company as they will be subjected to vetting;

3.7 The Departmental Bid Committee (DBC) and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;

3.8 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;

3.9 No bids will be considered if submitted after closing date and time;

3.10 Bidders are not allowed to amend the standard bidding forms;

3.11 Bidders are required to fully complete and sign all the relevant ECBD Forms;

3.12 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek provision of these services at any time and is not bound to accept the lowest bid;

3.13 Incomplete or late bids, telegraphic / e-mail or faxed bids / proposals will not be accepted for consideration;

3.14 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;

3.15 Bidders must accurately cost all items as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include VAT where applicable and the Total Bid Price on the Pricing Schedule must be the same as **ECBD 3.1.**

3.16 Where applicable, bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartley basis for Price Benchmaking. It is available on the Departmental Website@www.ectreasury.gov.za(Circulars issued by Provincial Treasury.

4 CONSORTIUMS / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.
A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

4.1 It must be signed so as to be legally binding by all consortium members;

4.2 Companies that bid as consortiums / joint venture must submit an official signed business agreement by both parties together with the bid document. **Failure to submit the signed business agreement by both parties / members will result in disqualification;**

4.3 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

4.4 The lead member shall be the only authorized party to make legal statements, communicate with the department and receive instructions for and on behalf of any and all the members of the Consortium;

4.5 If not clearly stipulated in the agreement, a letter of authority stating which member may sign a bid document must be attached;

4.6 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS from all the affected parties and be submitted together with the bid;

4.7 A copy of business registration documents (CIPRO/ CIPC) shall be submitted by all parties together with the share certificates of individual members/ directors;

4.8 The parties to the joint venture or consortium agreement must express in the bid proposal what aspects of the scope of the work each party would be adding value to and what percentage each parties will receive in terms of the total price quoted;

4.9 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision seek provision of these services at any time and is not bound to accept the lowest bid;

4.10 Both parties in the consortiums / joint venture are required to submit certified copies of Identity Document (ID's) of owners and team members;

4.11 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate or a sworn affidavit for every separate bid for Exempted Micro Enterprises (EME) / QSE.

4.12 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;

4.13 Bidders must accurately cost all items as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include **VAT**, where applicable and the Total Bid Price on the Pricing Schedule must be the same as **ECBD 3.1**.

4.14 Where applicable, bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartely basis for Price Benchmaking. It is available on the Departmental Website@www.ectreasury.gov.za(Circulars issued by Provincial Treasury.

Province of the
EASTERN CAPE
PROVINCIAL TREASURY

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TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT ASSESSMENTS AS PART OF A MIDDLE MANAGEMENT ENHANCEMENT AND ADVANCEMENT PROGRAM IN THE EASTERN CAPE PROVINCIAL TREASURY (ECPT) FOR A PERIOD OF THREE (3) MONTHS

1. PURPOSE

ECPT would like to appoint a suitably qualified service provider to conduct assessments on its Middle Managers. These will form part of a senior leadership enhancement and advancement program aimed at achieving transformational leadership in ECPT and strengthening leadership and management capacity in government as its core function.

2. BACKGROUND

ECPT is on a Culture Transformation Journey and as we move to 'new ways of working', our leadership needs and expectations are changing. We are required to develop new leadership solutions, for what is a very different way of leading and engaging employees.

It is the responsibility/task of our senior managers to convert the policy mandates of government into effective departmental strategies, plans and programs. It is their responsibility to ensure that resources – both material and human – are effectively used and accounted for in the pursuit of performance delivery.

Leaders know that to lead they must keep up their leadership skills. However, leadership is not only about inspiring others, it is also about knowing oneself.
As with anything, complacency is poison. Fuel for leadership is constant curiosity and regular assessment. Assessing leadership qualities periodically offers an opportunity to strengthen any weaknesses that may be identified and buttress existing strengths.
Leadership is multifaceted, and so are the tools to assess and work on improving those skills. Leadership assessment tools provide practical steps that can be applied to measure leadership qualities and then work towards boosting relevant skills.

3. OBJECTIVES

The overarching objectives of this program is to:

3.1 Create a cohesive Leadership Team that is fully equipped to not only support the roll-out of changes at ECPT; but to also understand the critical role they play in creating a 'leaderful' environment.

3.2 Leaders that are able to change their own personal and group behavior in support of the entire culture transformation journey.

3.3 Leadership team that embraces, shape and drive organizational changes.

3.4 Leadership team that delivers on ECPT mandates and are results driven.

4. SCOPE OF WORK

The successful bidder must conduct assessments for forty-six (46) leaders as part of a leadership development and effectiveness program aimed at creating a cohesive team and achieving transformational leadership, for a period of three (3) months, as follows:

4.1 Provide an overview of the assessment program,

4.2 Conduct assessments using the following 4 leadership assessment tools :

- 4.2.1 The Leadership Practice Inventory (LPI)
- 4.2.2 Emotional Intelligence Assessment (EQ-I)
- 4.2.3 Psycruit Assessment Series
- 4.2.4 IHHP's Performing Under Pressure Assessment

4.3 Conduct individual feedback sessions

4.4 Conduct team feedback sessions:

- 4.4.1 Share findings of the diagnostic assessment conducted in 4.2 above as it relates to a cohesive functional leadership team.
- 4.4.2 Share diagnostic analysis of current middle management capabilities in ECPT

4.5 The full program must:

- 4.5.1 Provide an in-depth understanding of one's self.
- 4.5.2 Promote the concept and understanding of team dynamics, the role that each team member plays, the specific talents that are contributed by each member and how when harnessed the team can provide powerful and visionary leadership.

4.6 Due to the state of disaster currently declared, the initial engagement, assessments and feedback sessions must be conducted virtually, till advised otherwise, whereby some of the activities may then be held in ECPT offices in Bhisho.

5. EXPECTED DELIVERABLES

The successful bidder must deliver the following:

5.1 An overview of the assessment approach on how they will successfully implement the assessment process;

5.2 A project plan outlining activities that make up the expected deliveries;

5.3 Comprehensive individual assessment reports on each of the three (3) tools with recommended actions and developmental areas;

5.4 Hold both individual and team feedback sessions based on assessments conducted and implied analysis on team dynamics;

5.5 Present a final report at the end of the process with recommendations based on findings, supported by best practices;

5.6 All reports and assessment results remain the intellectual property of the ECPT and must be handed over to the department as part of the Leadership Assessment Close Out report; and

5.7 Bidders must submit a comprehensive company profile.

6. COMPETENCY AND EXPERTISE REQUIREMENTS

6.1 The bidder must be in the field of Psychology and Behavioral Science with experience supported by a track record of having delivered four (4) assessments listed below:

6.1.1 Leadership Practice Inventory;

6.1.2 Emotional Intelligence Assessment;

6.1.3 Psycruit Assessment Series; and

6.1.4 IHHP's Performing Under Pressure Assessment.

6.2 The Project Team that will be deployed by the bidder must be certified Psychologists and comprise of a Team Leader and at least three (3) team members with experience in conducting, analyzing and giving feedback on Leadership Assessments and certification as stated in Special Conditions paragraph 11.

6.3 Certification in the field of Psychology in either of the following areas for the **Team Leader** must be attached:

6.3.1 Personality Psychology

6.3.2 Social Psychology

6.3.3 Industrial-Organizational Psychology

6.4 The following certifications for all **other Team Members** must be attached:

6.4.1 Valid registration or certification as a Psychometrist, or Counsellor, or Therapist

6.5 The Project Team to be deployed must be registered with the respective bodies as stated on Paragraph 11, Special Conditions, below.

7. PROVISION OF ON-SITE SUPPORT BY PROVINCIAL TREASURY

7.1 The successful bidder is expected to deliver a three (3) month assessment process with flexibility to allow for both virtual and on-site offering, as dictated by the state of disaster.

7.2 In case of on-site delivery, the venue, facilities and catering will be provided by ECPT.

7.3 Notwithstanding the current state of disaster, during the execution of the contract the successful bidder will be provided with office space within the department's Head Office in Bhisho, excluding ICT equipment (laptop, tablets, cell phone and internet connectivity).

7.4 ECPT will avail all the necessary information related to the assessment process that the successful bidder may require.

8. DURATION OF THE CONTRACT

8.1 The successful bidder will enter into a Service Level Agreement (SLA) with ECPT after the awarding of the contract.

8.2 The duration of the program is three (3) months including the initial engagement to outline the assessment process. It is a requirement that resources allocated to this program be flexible to suit the availability of participants.

Note: ECPT reserves the right to terminate services where there is poor performance by the successful bidder through the ECPT SLA processes.

9. COMMUNICATION AND REPORTING

9.1 The successful bidder will be liaising and working with the ECPT Change Management Specialist.

9.2 The Team Leader will be expected to be a liaison person between ECPT and the successful bidder.

9.3 The successful bidder must submit reports to ECPT regarding the execution of the terms of reference in line with the leadership assessment plan approach outlined.

9.4 Special meetings will be arranged when need arises.

10. CONDITIONS OF THE CONTRACT

10.1 The extent of the coverage of services to be rendered and the expected delivery standards will be outlined in the SLA between the service provider and the department.

10.2 The bidder must register on Centralised Supplier Database (CSD).

10.3 The successful bidder must submit a project plan indicating how the Scope of Work and Expected Deliverables as outlined in paragraph 4 and 5 above, will be executed.

11. SPECIAL CONDITIONS

Bidders must comply with all the requirements listed below:

11.1 Bidders must complete **Annexure A** proven track record with contactable references. Bidders must provide a minimum of three (3) assignments conducted in the field of Psychology and Behavioural Assessments as mentioned in paragraph 6.1.

11.2 Bidders must complete **Annexure B** in respect of the project team that will be deployed. Team members must have the following skills and competencies:

11.2.1 **Team Leader**

11.2.1.1 Five (5) years' experience in the field of Personality Psychology/Social Psychology/Industrial-Organizational Psychology of which:

11.2.1.1.1 At least three (3) years must have been in a team lead role where these assessments were conducted. Curriculum Vitae (CV) must be attached.

11.2.1.2 Be a registered Psychologist or Therapist.

11.2.1.3 Attach certified copy of registration certificate/ membership card demonstrating active membership of Health Professions Council of South Africa (HPCSA).

11.2.2 **Other Team Members**

11.2.2.1 A minimum of three (3) Team Members to be deployed for this assignment.

11.2.2.2 Each Team Member must have at least three (3) years' experience in the field of Personality Psychology/Social Psychology/Industrial-Organizational Psychology. CVs must be attached.

11.2.2.3 Be a certified or registered Psychometrist or, Counsellor or Therapist.

11.2.2.4 Attach certified copy of registration certificate/ membership card demonstrating active membership of either:

11.2.2.4.1 HPCSA.

11.2.2.4.2 Association for Supportive Counsellors and Holistic Practitioners (ASCHP).

11.2.2.4.3 Council of Counsellors South Africa (CCSA).

11.3 Bidders must complete **Annexure C** as confirmation in respect of assessment tools and batteries to be administered as mentioned in paragraph 4.2.

Note: The resources proposed must be available for the duration of the project. Should there be a need for changes in resources, such changes must have the prior approval of the ECPT with equivalent or more experienced / qualified resource.

Note: Only certified copies of original documents not older than six (6) months will be accepted.

NOTE: FAILURE TO COMPLY WITH ALL OF THE ABOVE REQUIREMENTS WILL RESULT IN DISQUALIFICATION.

12. BID PRICING STRUCTURE

12.1 Bidders must complete and sign the attached Pricing Schedule, **Annexure D.**

12.2 Prices must be firm for the duration of the contract and must reflect all costs and disbursements e.g. VAT, travelling and accommodation, etc.

12.3 All the above costs must be factored as a total bid price and must reflect in the ECBD 3.1.

12.4 All bids must be VAT inclusive and presented in accordance with the stipulations of the VAT Act (Act no 89 of 1991). Where a supplier is not VAT registered at the point of award, but register during the contract period, that supplier must absorb any cost escalations, with the contractually agreed prices not allowed to increase. No payments of VAT will be made to a supplier that quoted VAT that cannot prove its VAT registration at the point of invoicing.

13. EVALUATION CRITERIA

In terms of the Preferential Policy Framework Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, (Act No 5 of 2000), responsive bids will be evaluated in terms of 80/20 preference point system. Eighty (80) points will be allocated for the price and twenty (20) points for B-BBEE status level.

PRICE AND B-BBEE STATUS LEVEL

Criteria : Price & B-BBEE Status Level		**Points**
Bid price		**80**
B-BBEE Status level		**20**
B-BBEE Status Level Contributor	**Number of points (80/20 system)**	

1	20		
2	18		
3	14		
4	12		
5	8		
6	6		
7	4		
8	2		
Non-compliant contributor	0		
Total Points			100

Bidders must submit original and valid status level verification certificate from an accredited verification agency or certified copy thereof in order to be awarded BBBEE points ; or a Sworn Affidavits for EME (Exempted Micro Enterprise) and QSE (Qualifying Small Enterprise). Bidders who do not submit required documentation shall not be scored for the B-BBEE points.

14. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

With regard to Terms of Reference:	With regard to SCM Information
Ms. Z. Mashiyi	Ms. V. Lupoko
Provincial Treasury	Provincial Treasury
Bhisho	Bhisho
zoleka.mashiyi@ectreasury.gov.za	vuyokazi.lupoko@ectreasury.gov.za

06/06/2022

MR A. REDDY
CHAIRPERSON: BID SPECIFICATION COMMITTEE

APPROVED / ~~NOT APPROVED~~

12/06/2022

MR D. MAJEKE
HEAD OF DEPARTMENT

ANNEXURE A

BIDDERS MUST COMPLETE THE FOLLOWING TABLES INDICATING THEIR TRACK RECORD AND REFERENCES AS GUIDED BY PARAGRAPH 11.1

ASSIGNMENT 1

NAME OF ORGANISATION	
REFERENCE NAME	
REFERENCE DESIGNATION	
CONTACTABLE TELEPHONE NUMBER	
WORK E-MAIL ADDRESS	

Assignment Name		**Start & End date (yyyy-mm-dd)**		
Brief Description of Assignment				
Assessment Covered by Assignment			**Please Indicate**	
			Yes	**No**
Leadership Practice Inventory				
Emotional intelligence				
Psycruit Assessment Series				
IHHP's Performing Under Pressure Assessment				

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

ASSIGNMENT 2

NAME OF ORGANISATION	
REFERENCE NAME	
REFERENCE DESIGNATION	
CONTACTABLE TELEPHONE NUMBER	
WORK E-MAIL ADDRESS	

Assignment Name		**Start & End date (yyyy-mm-dd)**		
Brief Description of Assignment				

Assessments Covered by Assignment	**Please Indicate**	
	Yes	**No**
Leadership Practice Inventory		
Emotional intelligence		
Psycruit Assessment Series		
IHHP's Performing Under Pressure Assessment		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

ASSIGNMENT 3

NAME OF ORGANISATION	
REFERENCE NAME	
REFERENCE DESIGNATION	
CONTACTABLE TELEPHONE NUMBER	
WORK E-MAIL ADDRESS	

Assignment Name		**Start & End date (yyyy-mm-dd)**		
Brief Description of Assignment				

Assessments Covered by Assignment	**Please Indicate**	
	Yes	**No**
Leadership Practice Inventory		
Emotional intelligence		
Psycruit Assessment Series		
IHHP's Performing Under Pressure Assessment		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

Province of the
EASTERN CAPE
PROVINCIAL TREASURY

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ANNEXURE B: SKILLS AND COMPETENCIES OF PROJECT TEAM MEMBERS, AS GUIDED BY PARAGRAPH 11.2

NAME OF TEAM LEADER: _____

Team Leader Profile		**Yes**	**No**
5 Years' experience in field of Personality Psychology/ Social Psychology/ Industrial-Organizational Psychology of which			
• 3 Years' experience as Team Leader where these assessments were conducted. • CV must be attached.			
Membership / Registrations / Certification		**Certificate / Membership Card Attached**	
		Yes	**No**
Membership / Registration	Active member of HPCSA registered as a Psychologist / Therapist: The bidder must provide proof of active membership status (e.g. registration certificate / membership card).		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

NAME OF TEAM MEMBER 1: _____

Team Member Profile		**Yes**	**No**
3 Years' Experience in field of Personality Psychology/ Social Psychology/ Industrial-Organizational Psychology. CV must be attached.			
Membership / Registrations / Certification		**Certificate / Membership Card Attached**	
		Yes	**No**
Membership / Registration	Registered with HPCSA/ASCHP/CCSA The bidder must provide proof of active membership status (e.g. registration certificate / membership card).		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

NAME OF TEAM MEMBER 2_____

Team Member Profile		**Yes**	**No**
3 Years' Experience in field of Personality Psychology/ Social Psychology/ Industrial-Organizational Psychology. CV must be attached.			
Membership / Registrations / Certification		**Certificate / Membership Card Attached**	
		Yes	**No**
Membership / Registration	Registered with HPCSA/ASCHP/CCSA The bidder must provide proof of active membership status (e.g. registration certificate / membership card).		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

NAME OF TEAM MEMBER 3 _____

Team Member Profile		**Yes**	**No**
3 Years' Experience in field of Personality Psychology/ Social Psychology/ Industrial-Organizational Psychology. CV must be attached.			
Membership / Registrations / Certification		**Certificate / Membership Card Attached**	
		Yes	**No**
Membership / Registration	Registered with HPCSA/ASCHP/CCSA The bidder must provide proof of active membership status (e.g. registration certificate / membership card).		

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____

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ANNEXURE C: CONFIRMATION OF BIDDER'S ABILITY TO PROVIDE AND ADMINISTER THESE LEADERSHIP SKILLS ASSESSMENT TOOL AND BATTERIES

LEADERSHIP SKILLS ASSESSMENT TOOL AND BATTERIES TO BE ADMINISTERED:		
	Indicate below	
	Yes	**No**
Leadership Practice Inventory (LPI)		
Emotional Intelligence Assessment (EQ-I)		
Psycruit Assessment Series		
IHHP's Performing Under Pressure Assessment		

Note: Bidders must ensure that they confirm the ability to administer all the four types of assessments. Failure to do that will lead to disqualification.

BIDDERS NAME: _____ **DATE:** _____

SIGNED BY: _____ **SIGNATURE:** _____