PROVINCE OF
THE EASTERN CAPE

PROVINCE OF
THE EASTERN CAPE

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-25/26-0008

STANDARD BIDDING DOCUMENT: THE EASTERN CAPE DEPARTMENT OF EDUCATION(ECDoE) REQUEAST FOR BIDS FROM SUITABLQUALIFIESD SEVICE TO PROVIDE INTENSIVE SUPPORT TO LEARNERS FROM UNDER-PERFORMING SCHOOLS IN THE 12 DISTRICTS FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FUTHER PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFOMANCE AND THE NEED OF THE DEPARTMENT OF GRADE 10, 11 AND 12 LEARNERSSUPPORT PROGRAMME INCLUDING THE HOSTING OF CAMPS FOR GRADE 10, 11 AND 12.

Issued by:
Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:
N.Mahlaza
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. P.Nxozana

Name of Bidder: ______________________________

Closing Date: **1st DECEMBER 2025**

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SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	SCMU6-25/26-0008	CLOSING DATE:	01 DECEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDOE) REQUEST FOR BIDS FROM SUITABLY QUALIFIED SERVICE PROVIDER TO PROVIDE INTENSIVE SUPPORT TO LEANERS FROM UNDER-PERFORMING SCHOOL IN THE 12 DISTRICTS FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FROM A FURTHER PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. THE SUPPORT INVOLVES THE IMPLEMENTATION AND MANAGEMENT OF GRADE 10, 11 AND 12 LEARNER SUPPORT PROGRAMMES INCLUDING THE HOSTING OF SPECIAL CAMPS FOR GRADE 10, 11 AND 12				

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

RECEPTION AREA OF THE DEPARTMENT OF EDUCATION

STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6,

ZWELITSHA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR X NTAPHANE	CONTACT PERSON	MS C. BULU-XUNDU
TELEPHONE NUMBER	040 608 4524	TELEPHONE NUMBER	040 608 4468
FACSIMILE NUMBER	040 608 4663	FACSIMILE NUMBER	
E-MAIL ADDRESS	xolile.ntaphane@ecdoe.gov.za	E-MAIL ADDRESS	Chulekazi.buliu-xundu@ecdoe.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE 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.

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SBD1

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

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

SIGNATURE OF THE BIDDER: ……………………………………………………

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

DATE: ……………………………………………………

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SBD 3.1

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: **SCMU6-25/26-0008**
Closing Time **11:00**	Closing date: **01ST DECEMBER 2025**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

- 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.

*Delete if not applicable

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SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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: **SCMU6-25/26-0008**
Closing Time **11:00**	Closing date: **01ST DECEMBER 2025**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

- 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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt		= 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..		= Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t......		= Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt		= 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index.......... Dated.......... Index.......... Dated.......... Index.......... Dated..........

Index.......... Dated.......... Index.......... Dated.......... Index.......... Dated..........

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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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 interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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[2] 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

---

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

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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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	………………………………………
Signature	Date
………………………………	………………………………………
Position	Name of bidder

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SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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 tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
WOMEN	2	-		-
YOUTH	3	-		-
PEOPLE LIVING WITH DISABILITY	1	-		-
LOCALITY – EASTERN CAPE	4	-		-
TOTAL POINTS	**10**	-		-

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

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certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

	....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	....
DATE:	....
ADDRESS:	....
	....
	....
	....

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THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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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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TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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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

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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 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.

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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;

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(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

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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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall rênder 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

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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

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(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.

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ANNEXURE "A"
FUNCTIONALITY EVALUATION
Bidders who score below the minimum of 80 points will not proceed to the presentation stage and will be disqualified.

BID NUMBER:	**SCMU6 – 25/26-0008**
DESCRIPTION:	**THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDOE) REQUESTS FOR BIDS FROM SUITABLY QUALIFIED SERVICE PROVIDERS TO PROVIDE INTENSIVE SUPPORT TO LEARNERS FROM UNDER-PERFORMING SCHOOLS IN THE 12 DISTRICTS FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFOMANCE AND THE NEED OF THE DEPARTMENT. THE SUPPORT INVOLVES THE IMPLEMENTATION AND MANAGEMENT OF GRADE 10, 11 AND 12 LEARNER SUPPORT PROGRAMME INCLUDING THE HOSTING OF SPECIAL CAMPS FOR GRADE 10, 11, AND 12.**
PUBLISH DATE:	31 October 2025
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	01 December 2025
CLOSING TIME:	11h00
COMPULSORY BRIEFING SESSION:	Date: 13 November 2025 Time: 11:00 am Address: Eastern Cape Department of Education, Main Boardroom, Steve Tshwete Complex, Zone 6, Zwelitsha
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAM'S TOWN

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ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the ECDoE, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.
BIDDERS NAME:	

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DEFINITIONS

NSC means National School Curriculum

LAIS means Learner Attainment Improvement Strategy

CAPS means Curriculum and Assessment Policy Statements

NSLA means National Strategy for Learner Attainment.

ECDoE means the Eastern Cape Department of Education.

SLA means Service Level Agreement

CPI means Consumer Price Index

GCC means General Conditions of Contract

ETQA means Education and Training Quality Assurance

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1. PURPOSE

1.1. The purpose of this request for bids is to solicit bids from suitably qualified Service Providers to design and provide additional intensive support programmes to learners in the identified schools such that they can pass a minimum of four (4) of the "gate way" subjects including Home Language and Life Orientation. The intervention will be implemented in all twelve (12) Districts as determined by the Department.

1.2. The provision of this additional intensive support will not disrupt the normal teaching hours of the learners in schools but will be provided outside of school hours and in the afternoons, weekends and during school holidays.

2. BACKGROUND

2.1. Over the past five years, the Eastern Cape has registered a steady and encouraging improvement in the National Senior Certificate (NSC) outcomes. In 2020, the provincial pass rate stood at 68%, rising to 77.2% in 2022, and reaching 85% in 2024. This represents a total improvement of almost 17 percentage points between years 2020 and 2024, confirming that the Eastern Cape is on a sustained upward trajectory.

2.2. This achievement signals the effectiveness of targeted provincial strategies such as Learner Attainment Improvement Strategy (LAIS). Importantly, the progress was realised despite the Province's ongoing challenges of infrastructure backlogs, rural schooling contexts, and socio-economic hardships.

Table 1: NSC performance trends

Year	2020			2021			2022			2023			2024		
District	Wrote	PASS %	Rank	Wrote	PASS %	Rank	Wrote	PASS %	Rank	Wrote	PASS %	Rank	Wrote	PASS %	Rank
NELSON MANDELA	9334	75,6	1	11414	78,4	2	11813	80,5	3	11823	83,4	5	12213	87,1	3
BUFFALO CITY	8185	73,5	2	10209	78,8	1	11026	81,4	2	11112	81,3	7	11545	84,3	8
ALFRED NZO WEST	7738	67,9	5	8960	73,7	5	8551	83,0	1	8916	84,5	2	9978	87,0	4
ALFRED NZO EAST	4381	68,0	4	6021	72,5	6	6080	76,6	8	6488	84,9	1	7229	86,0	5
AMATHOLE EAST	6673	66,8	7	7749	73,9	4	8016	77,8	6	8419	82,3	6	8461	87,6	2
CHRIS HANI EAST	4110	62,2	11	4964	69,6	10	4703	79,6	4	4865	84,1	3	5070	88,5	1
CHRIS HANI WEST	4424	70,5	3	5843	71,9	8	5927	72,2	10	5598	81,0	8	5694	84,4	7
O R TAMBO INLAND	8689	65,5	8	11111	70,6	9	12187	77,0	7	12458	79,7	9	13240	83,1	10
AMATHOLE WEST	2985	63,4	10	3605	75,1	3	3962	78,5	5	4228	77,5	11	4435	81,5	11
SARAH BAARTMAN	2951	67,7	6	3614	72,1	7	3810	75,8	9	3805	76,6	12	3916	78,6	12
JOE GQABI	3781	61,5	12	5094	69,2	11	4840	71,7	11	4275	83,9	4	4153	85,3	6
O R TAMBO COASTAL	9059	64,8	9	12805	67,2	12	13596	70,5	12	13061	78,4	10	13348	83,9	9
Total	72310	68,1	4	91389	72,9	6	94511	77,2	7	95048	81,5	7	99282	85,0	7

3. DISTRICT-LEVEL PERFORMANCE TRENDS

3.1. While the provincial picture is positive, district-level performance continues to show uneven gains. Some districts have consistently crossed the 80% benchmark, anchoring the provincial rise. Others, however, have either improved at a much slower pace or continue to hover below the provincial average. These districts require more differentiated and sustained interventions.

3.1.1 Districts requiring intensified attention include those that have:

3.1.1.1 Consistently recorded pass rates below 80% over the last five-year period.

3.1.1.2 Shown only marginal improvements compared with the provincial average.

3.1.1.3 Large numbers of underperforming schools concentrated in rural and resource-constrained areas.

3.2 These districts collectively account for the bulk of the schools that remain vulnerable to underperformance and risk slowing the pace of provincial gains.

3.3 The ECDoE has the responsibility to ensure that all learners from Grades 1 -12 are achieving the desired learner outcomes in accordance with:

3.3.1 Action Plan for 2025: Towards the Realization of Schooling 2030

3.3.2 National Development Plan and Vision 2030

3.3.3 The Constitution of the Republic of South Africa, 1996

3.3.4 National Education Policy Act, 1996 (Act No. 27 of 1996)

3.3.5 The South African Schools Act, 1996 (Act No 84 of 1996) as amended.

3.3.6 National Policy pertaining to the Programme and Promotion Requirements of the National Curriculum Statement: Grade R-12 (2011).

3.3.7 The General and Further Education and Training Quality Assurance Act, 2001 (Act No. 58 of 2001).

3.3.8 Curriculum and Assessment Policy Statements (CAPS) (Grades R – 12)

3.3.9 2015 National Strategy for Learner Attainment (NSLA) Framework

3.4 It is the responsibility of the ECDoE to ensure that adequate support structures, training and provision of appropriate materials are provided to educators and learners in order to improve the pass rates and general performance of all learners particularly those from Grades 10-12.

3.5 It is the responsibility of the ECDoE to ensure that adequate support structures, such as training and implementation of leadership programmes are provided to teachers and school principals at all levels.

3.6 This project is aimed at soliciting external support to assist the ECDoE in achieving, sustaining and accelerating its upward trajectory journey.

4 PROBLEM STATEMENT

4.1 There are a number of reasons that are suggested to explain the slow rate of National School Curriculum (NSC) results improvement in the Eastern Cape. However, it is mainly attributed, amongst other things to the poor implementation of the Policy on Promotion and Progression of Learners from Grade1 to 12 which allows learners to repeat a phase for a maximum of four times in their school career i.e. only once in a phase.

4.2 The Admission Policy for Public Ordinary Schools requires the norm of repetition at one per school phase, effectively allowing learners to complete a 12-year schooling career in 16 years.

4.3 The perceived abuse or poor application of this policy became more pronounced as from the implementation of NSC in year 2008.

4.4 The growing pressure for results led to certain grades being used for "gatekeeping" purposes by schools. Most research reports suggest that Grade repetition has been identified as the single most powerful predictor of learners dropping out of school.

4.5 Further studies conducted internationally have revealed that learners who have repeated a grade in their schooling career are most likely to drop out of school. The fact that grade repeaters are taken through exactly the same material and content when repeating the grade, exacerbates the situation.

4.6 Clearly the management of the promotion of learners from grade to grade needs closer scrutiny. The *National Policy Pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Grades R – 12 which was gazetted on 28 December 2012 in Government Notice No. 1115 and No. 1116, Government Gazette No. 36042* impacted the schools and redirected School Management Teams (SMTs) to implement the provisions of the policy as promulgated.

4.7 The unintended consequences of implementing the policy that had been prone to abuse over the years led to a significant increase in learners from Grade 11 to 12 without strictly observing due processes of dealing with learners who have not passed and have overstayed the required period in the phase.

4.8 Inevitably there are a number of under taught and under- prepared learners who have been progressed from Grade 11. There is a significant number of these learners across public schools in the Province.

5 SCOPE OF WORK

5.1 <u>Eastern Cape National Senior Certificate targets</u>

5.1.1 The ECDoE has set itself the following targets to be achieved from year 2026 to year 2030 for NSC Results:

Programme Performance Measures for PROGRAMME 7	**2025 Baseline**	**2026 target**	**2027 target**	**2028 target**	**2029 target**	**2030 target**
PPM 701: Percentage of learners who passed National Senior Certificate (NSC)	85	87	88	89	90	90
PPM 702: Percentage of Grade 12 Learners passing at bachelor level	50	52	55	58	60	60

PPM 703: Percentage of Grade 12 learners achieving 50 % or more in Mathematics	55	57	59	60	70	70
PPM 704: Percentage of Grade 12 learners achieving 50 % or more in Physical Sciences	55	57	59	60	70	70

5 . 2 Subjects to be prioritized in schools where they are offered to a maximum of four subjects per learner chosen from the list

Sub. Code	Subject	Sum of Total
ACCN	Accounting	18,334
AGRS	Agricultural Sciences	21,609
BSTD	Business Studies	29,789
ECON	Economics	23,237
ENGFA	English First Additional Language	79,104
GEOG	Geography	35,407
HIST	History	22,723
LFSC	Life Sciences	50,251
MATH	Mathematics	39,572
MLIT	Mathematical Literacy	48,621
PHSC	Physical Sciences	27,714

5.3 Threats to the achievement of the set targets

5.3.1 In order for the ECDoE to achieve between 87% in year 2026 and 90% in year 2030, at least between 61, 863 and 66,282 learners must pass in 2026. Further consideration needs to be taken, that even out of the 62,761 some of the learners are drawn from 560 underperforming schools which constitutes 44% of our schools with registered Grade 12 learners. This poses additional risk to the already declared high risk categories, namely progressed learners and repeaters.

5.3.2 Suitably qualified Service Providers are requested to submit bids for designing, management and provision of intensive support programmes to learners in the identified schools such that they pass a minimum of four of the "gate way" subjects offered by not less than 95-100% including the Home Language and Life Orientation.

5.3.3 The provision of this additional intensive support must not disrupt the normal teaching hours of these learners in their schools but must be provided outside school hours in the afternoons, weekends and during school holidays. The programme is for a period of five (5) years.

6. RESPONSIBILITIES OF THE APPOINTED SERVICE PROVIDER

The appointed service provider will be required to design, roll out and manage a special intervention program with main objectives including:

6.1 To ensure that learners from the selected schools are sufficiently prepared for the examinations.
6.2 To afford learners the opportunity to complete the prescribed topics in their respective NSC subjects by the end of October each year.
6.3 To give learners reasonable time for revision before examinations take place.
6.4 To instil the culture of learning and studying amongst the learners.
6.5 To promote the town-based strategy in the allocated areas.
6.6 Assisting teachers to improve performance in teaching subjects and enhance teacher development through various training programmes.
6.7 Assist the participating schools to improve their overall performance in NSC in the three years to 89% and above as per the definition of a performing school in the Eastern Cape Province.
6.8 Increase the bachelor's degree pass rate of each participating school in each year of the contract.
6.9 To transfer adequate skills to teachers and school principals through the implementation and delivery of various teacher development programmes.
6.10 As and when necessary, the ECDoE reserves the right to add work in relation to the LAIS programme. Upon request by the ECDoE, such work shall be discussed by the parties and upon written agreement be costed by the service provider.

7 THE SCOPE OF THE PROJECT (3 IN 1 PROJECT)

7.1 The program will, in the main take the form of weekend and holiday classes starting from the beginning of each academic year for the duration of the contract. This agreement is applicable to schools and districts that are identified as underperforming.
7.2 The second part of the contract will include aspects of Direct Learner support in critical subjects. This is as a result of the changes in the overall pass rate in the NSC examinations.

7.3 The new criterion includes the number of distinctions in Maths and Physical Science, total number of distinctions obtained in other subjects and the reduction in the repetition rate in the FET Phase.

7.4 For the realisation of this criterion, the appointed service provider will conduct a special support program in all under-performing districts to benefit a total of around 50 – 60 thousand Grade 12 learners, namely in:

- Amathole East,
- Amathole West,
- Alfred Nzo East,
- Alfred Nzo West,
- Buffalo City Metro,
- Chris Hani West,
- Chris Hani East,
- Joe Qgabi,
- OR Tambo Coastal,
- OR Tambo Inland,
- Nelson Mandela Bay Municipality,
- Sara Baartman

7.5 Various camps will be conducted in the months of March, June, September and December or January for a minimum of 4 weeks for the Grade 10 and 11 learners who have progressed to Grade11 and 12 respectively but who underperformed in Mathematics, Physical Sciences and English. A total of 30 thousand learners from schools who obtained level 4 in Physical Science and Mathematics or above will be identified to participate in the Grade 12 Camp.

7.6 The numbers indicated in clause 7.5 above might vary from time to time depending on the number of learners or schools that under-perform and require intervention which might differ from district to district and budget availability of the ECDoE.

7.7 The Department reserves the right to request the appointed service provider to implement any programme or intervention deemed necessary to achieve a sustainable pass rate within the set target and beyond. Such programmes will be costed separately as and when required by the Department.

8 TIME FRAMES/MODE OF TRANSPORT/TRAINING CENTRES

8.1 The Program must benefit all the identified subjects. Each subject must be given more than 90 hours in a year.

8.2 In the interest of efficiency, the extra classes will be held at the location of the respective schools.

8.3 Each class must have a manageable number of learners.

8.4 Each subject must be offered in a classroom.

8.5 The program will cover the following subjects and may include other subjects as per the schools' needs:

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- Mathematics
- Physical Science
- Accounting
- Life Sciences
- Mathematical Literacy
- Geography
- History
- Economics
- Business Studies
- Agriculture

9 STUDY MATERIAL

Each learner must be provided with the following:

- Tutorial manual for each subject.
- Past exam question papers and exemplars
- Writing material (notepads)

9.1 The design and development of the support will be in terms of the following project deliverables:

- Project Plan
- Timetable for each centre
- Learner registration and parent consent
- Learner support material for each subject
- Teacher guides for each subject
- Recruitment and appointment of expert tutors and centre managers (preferably the school principal)
- Communication strategy
- Report monthly and final comprehensive report in November
- Teacher support materials and training

10 SPECIAL CONDITIONS

10.1 TUTORS

The tutors of the listed subjects must have the following:

- Suitable qualifications for the subjects he/she will teach
- Minimum of 4 years teaching experience of the subject at Grade 12 level
- Track record of producing good result at his/her school/department at Grade 12 level.
- Knowledge of the National Curriculum Statement (NCS)

10.2 The following documentation must be submitted together with the monthly report.

- □ List of tutors /teachers and centre managers and their profiles
- □ Curriculum support material (Subject manuals)
- □ Menu
- □ Complete programme including timetable

10.3 The comprehensive November report must include a summary of challenges experienced, achievements above the threshold and full and substantive reasons where performance targets were not met. In cases of underperformance, a detailed plan setting out steps to address underperformance must be included in the comprehensive report.

10.4 The ECDOE reserves the right to change the Terms of Reference prior to the closing date. It is the responsibility of the service providers to visit the ECDOE website and e-portal for the updates.

10.5 In the event that the service provider will be supported by a third party, the service provider must obtain written confirmation from the third party that the ECDOE can conduct due diligence and in loco inspection on the premises of the third party.

10.6 The ECDOE reserves the right to negotiate the price with the preferred service providers prior to the award and with the successful service provider(s) post award.

11 THE AREAS TO BE ADDRESSED BY THE INTENSIVE SUPPORT PROGRAMME

ACTIVITY	PURPOSE
Determination of the current baseline for the subjects at District and School level.	This is to determine the understanding of the scope and depth of the problem.
Performance of the Grade 10 and 11 learners in the prescribed subjects for the relevant years.	To determine the history of performance of the learners in the FET Phase in Year 1 and 2 of NSC programme.
The mode of support and profile of team members to be utilized and their qualifications and experience in performing and providing similar support and material to be provided.	Provide clarity on how the support will be rolled out in detail. Periods, Tutors, Material to be used and hours to be spent supporting. Contingency plans, Monitoring Progress and Corrective Measures. Profile of team members to be used.
Design a more intensive programme if the school(s) identified is currently classified as an under-performing school based on previous year's NSC Grade 12 results (below 80%) or high-risk school (below 70%)	This is to outline extra ordinary programmes to deal with the firmly embedded under- performance challenges thwarting the schools in this category to achieve the project expectations.
Design and implement a sustainable skills transfer programme that will ensure training and strengthening of teachers' s in the	This is to ensure that the programme is sustainable and that there is no void after the term of the contract.

ACTIVITY	PURPOSE
prescribed subjects and further create a seamless exit strategy such that there is continued success after the contract period.	
The monthly reporting mechanism and tracking and plotting progress that is being made.	This is to document evidence of the positive difference support is making in the performance of the learners in the subjects being supported.
Average target percentage to be achieved per subject per reporting interval and final examinations outcome.	Regular reporting per month on the overall performance of learners in the target subjects and comparison with the baseline at the start of the intensive support programme.

12 BID CONTENT

The bid document must comprise the following:

12.1 Confirmation that the service provider can comply with the scope requirements and also complies with the profile requirements. Bids must provide sufficient proof/documents to justify awarding of points in terms of the Evaluation of Functionality table set out below, and such proof should include details of contactable references.

12.2 A completed costing model as indicated in this document must be signed by prospective bidders.

12.2.1 Companies who propose a joint venture must ensure that companies forming part of the joint venture who are Exempted Micro Enterprises (EME) with an annual turnover less than R5 million, must submit a letter from their accountant confirming the company's turnover.

13 ELIMINATION CRITERIA

13.1 Phase 1: ADMINISTRATIVE EVALUATION

13.1.1 A paper-based administrative evaluation will be carried out on all bids received and if any of the bidders do not fulfil the applicable requirements indicated above such a bidder will be eliminated from any further evaluation.

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13.1.2 During this phase, bid responses will be reviewed for purposes of assessing compliance. with terms of reference requirements including the general bid conditions and requirements, supporting documents for consortium, joint venture, sub-contracting etc.

13.1.3 Bidders must ensure that special conditions of the contract are met and where required evidence must be submitted together with the proposal. Failure to meet the special conditions of the contract will lead to disqualification of the bidder.

13.2 The following specific documentation must be submitted with the bidders' bid documents and failure to do so will automatically invalidate the bid:

13.2.1 Fully completed and signed Standard Bidding Documents (SBD 1, SBD 4, SBD 6.1.)

13.2.2 Non signing and completion of the pricing schedule or costing model will render your bid invalid.

13.2.3 Service provider must be accredited with the relevant ETQA.

13.3 A Signed Consortium Agreement by all entities participating in the project, specifying the roles and responsibilities of each entity must be submitted.

13.4 Submit Audited financial statements for the past three (3) years.

13.5 Provide proof of insurance or letter (s) of intent of an insurance agreement from an accredited Financial Service Provider for covering the entire value chain of the project.

13.6 Bidders who have been blacklisted as per the National treasury database will be disqualified.

13.7 Non attendance of the compulsory briefing session.

14 EVALUATION CRITERIA

14.1 Stage 2: Evaluation of Functionality

14.1.1 The functionality evaluation phase of this bid shall include evaluation of bids in terms of the documentation contained in therein and assessed according to the criteria in Annexure "A".

14.1.2 The minimum qualifying score for functionality will be **80%** and bids that fail to achieve the minimum qualifying score will be disqualified.

14.1.3 Evidence must be submitted to substantiate the bidder's functionality criteria.

14.1.4 The Department will evaluate the bids. Only bids that achieve the **80%** qualifying score for functionality will be evaluated further in accordance with the 90/10 preference point systems prescribed in Preferential Procurement Regulations 5 and 6. Bids that do not comply will be eliminated from the evaluation process.

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14.2. Phase 3: Price and Specific Goals (90/10 Preference)

14.2.1 Only bidders who achieve a minimum of **80%** in the functionality assessment will proceed to this evaluation stage.

Price Evaluation (90 points maximum)

The applicable preference point system for this tender is the **90/10** preference point system.

Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

(a) POINTS AWARDED FOR PRICE

A maximum **90** points is allocated for price on the following basis:

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

Specific goals for the tender and points claimed are indicated per attached SBD 6.1 form.

Points awarded based on PPR 2022 status level as per the Preferential Procurement Policy Framework Act (PPPFA).

15 COSTING MODEL / PRICING SCHEDULE

15.1 It is compulsory that the bidder completes this pricing schedule in full. Failure to do so will invalidate the bidders' bid.

15.2 The same format as presented in the table below is to be utilised.

15.3 The pricing schedule must be all inclusive as indicated in the scope of work above eg:

Value Added Tax (VAT), material development, tutor stipend, transport, food and subsistence allowances for tutors and support staff, study guides and printing, transport and food for learners, project management, administration.

15.4 No additional ancillary costs shall be included.

ACTIVITY	TOTAL COST PER YEAR	TOTAL COST FOR A PERIOD OF FIVE (5) YEARS
1. COST TO TRAIN EACH LEARNER PER SUBJECT.		
1.1 Mathematics		
1.2. Physical Science		
1.3 Accounting		
1.4 Life Sciences		
1.5 Mathematical Literacy		
1.6 Geography		
1.7. History		
1.8. Economics		
1.9. Business Studies		
1.10 Agriculture		
2. COST PER EDUCATOR PER SUBJECT:	**TOTAL COST PER YEAR.**	**TOTAL COST FOR A PERIOD OF FIVE (5) YEARS.**
2.1 Mathematics		
2.2 Physical Science		
2.3 Accounting		
2.4 Life Sciences		
2.5 Mathematical Literacy		
2.6 Geography		
2.7 History		
2.8 Economics		
2.9 Business Studies		

2.10 Agriculture		
GRAND TOTAL		

16 BID CONDITIONS

The following specific conditions apply to this bid:

16.1 The ECDoE reserves the right to award the bid to more than one bidder.

16.2 The ECDoE reserves the right not to award the bid.

16.3 The ECDoE Supply Chain Management Policy will apply.

16.4 The ECDoE does not bind itself to accept the highest bid or any other bid.

16.5 The contract is non-committal as it is based on learner numbers, the need of the Department and budget availability.

16.6 The ECDoE will not issue regret letters to unsuccessful bidders but shall advertise the winning bidders in the Etender portal, Tender Bulletin and the ECDoE website.

16.7 Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified,

16.8 ECDoE reserves the right to award the bid in whole or partially,

16.9 This Bid is rates and unit price based. The issuing of purchase orders will be based on the needs and budget availability of ECDoE.

16.10 This bid is subject to the Preferential Procurement Policy Framework Act 2022 and the Preferential Procurement Regulations, the General Conditions of Contract (GCC) and any other applicable legislation. The Special Conditions of Contract supercedes the GCC.

16.11 Bidders must ensure compliance with their tax obligations.

16.12 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of its offer shall be for the account of the bidder.

16.13 All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.

16.14 Bidders must submit a company profile(s). In the case of a consortium or a joint venture, a profile of each entity must be submitted.

16.15 Bidders must provide a total price inclusive of VAT for the project and the price must be fixed for the first year of the project/contract and will upon application, with supporting documentation be adjusted for subsequent years subject to the Consumer Price Index (CPI).

16.16 Submit a bank guarantee letter from a banking institution registered in South Africa confirming that for the duration of the contract, the entity or joint venture or consortium can access a credit facility, refer to Annexure A, Functionality Evaluation under the heading FINANCIAL CAPACITY.

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16.17 In the event that an incorrect price adjustment is made during the calculation of the contract price adjustment, ECDOE reserves the right to adjust the price in accordance with the correct price calculation. Recovery of any under or over payment as a result of the application of an incorrect price adjustment will be dealt with by the service provider and the relevant end user department.

16.18 ECDOE reserves the right to; cancel/reject any bid and not to award the bid to the lowest scoring bidder or award parts of the bid to different bidders, or not to award the bid at all.

16.19 The awarded bidder will be expected to complete all deliverables of the project and adhere strictly to the deadlines agreed upon at all times and to compile written reports on completion of each deliverable, or as and when requested.

16.20 The ECDOE reserves the right to conduct its own due diligence and verify whether the submitted supporting documentation and information is accurate and truthful and should it be found that the prospective service providers have misrepresented or falsified the information such prospective service providers will be automatically disqualified from the process.

17 UNSATISFACTORY PERFORMANCE

17.1 The ECDoE reserves the right to terminate the contract with immediate effect should a service provider perform unsatisfactorily and fails to remedy such poor non- performance within seven days of receipt of a written request to do so.

17.2 The ECDoE has the right to terminate the contract at any stage if there is inefficiency in the delivery of the service required.

18 SUBMISSION OF BIDS

18.1 Bidders are requested to submit 1 original and 1 copy of their bid indexed and separated for ease of reference.

18.2 Bidders must submit their bids before or on the stipulated closing date and time. Late bids shall not be considered.

18.3 Bidders are requested to submit their bids in the following manner:

18.3.1 Returnable document should be submitted in a separate envelope clearly marked "**TECHNICAL PROPOSAL**"

18.3.2 The price schedule should be submitted in a separate envelope clearly marked "**FINANCIAL PROPOSAL**"

18.4 Bid documents for participation <u>must</u> be downloaded from the ECDoE website: www.eceducation.gov.za, as from 31st October 2025.

18.5 All Bids should be posted or hand delivered to:

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The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAM'S TOWN

18.6 Submissions can be delivered into the tender box between 08h00 and 16h00 Monday to Friday prior the closing date of 01st December 2025.

18.7 Submissions should be in a sealed envelope marked with the name of the Bidder, SCMU Number and Description.

19 CLOSING DATE AND TIME

19.1 The closing date is the 1st of December 2025 at 11h00 am. No late submission will be accepted.

19.2A compulsory briefing session will be held on Thursday the 13th November 2025 at 11h00 at Steve Vukile Tshwete Education Complex, Zwelitsha, (SG's Boardroom) in KING WILLIAM'S TOWN.

20 BID ENQUIRIES AND CONTACT PERSON

20.1 No telephonic or any other form of communication relating to this bid will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

20.2 **ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BID.**

Technical Enquiries:

Ms C Bula-Xundu
Email address: chulekazi.bula-xundu@ecdoe.gov.za

Bid Enquiries:
Mr. Xolile Ntaphane.
Email address: xolile.ntaphane@ecdoe.gov.za

All enquiries regarding this bid must be in writing only.

Note: Blacklisted companies appearing on the National Treasury database and prohibited from conducting business with public entities will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A.	Experience and expertise in providing similar services. Please provide a minimum of five (5) reputable, contactable references where similar services were delivered. The reference letter must state the magnitude of the project. And the number of years per institution, which must not be less than 5 years of relevant experience. List of similar services rendered with the following compulsory details: • Name of institution where similar services were provided • Details of services • Date when the project was carried out • Contract value	**20**		
	Points will be allocated as follows:	**Points**		
	5 or more contactable references with at least 5 or more years of relevant experience in implementing similar projects.	**20**		A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference. Each letter must comply with all the undermentioned criteria for points to be allocated: 1. Date of letter not older than 3 months 2. Letter on official letterhead 3. Institution to whom services were rendered/carried out. 4. Quality of service must be stipulated
	3-4 contactable references with 5 years of relevant experience in implementing similar projects.	**10**		
	Less than 3 contactable references with 5 years of relevant experience in implementing similar projects.	**0**		

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B.	**Human Resources: An organizational structure that consists of segregated management and team of qualified specialists:** **Management team:** • Project manager/s • Staff Member who will deliver the content:	**20**		Copies of ID's , CVs to be submitted for evidence.
	Points will be allocated as follows:	**Points**		
	Management team: Project Manager/s with 10 years and above of relevant experience coupled with lecturing/teaching experience with a Project Management Qualification and a minimum qualification of M+4 in Teaching Staff Member who will deliver the content: 5 years and above of relevant experience (lecturing/teaching/tutoring) coupled with M3 + teaching qualifications	**20**		
	Management team: Project Manager/s with 5 years of relevant experience coupled with lecturing/teaching experience with a Project Management Qualification and a minimum qualification of M+4 in Teaching Staff Member who will deliver the content: 3-4 years of relevant experience (lecturing/teaching/tutoring) coupled with M3 + teaching qualifications	**10**		
	Management team: Project Manager/s with less than 3 years of relevant experience coupled with lecturing/teaching experience with a Project Management Qualification and a minimum qualification of M+4 in Teaching Staff Member who will deliver the content: with less than 3 years of relevant experience (lecturing/teaching/tutoring) coupled with M3 + teaching qualifications	**0**		
C	**Detailed proposal which corresponds to terms of reference and specification to cover the following:**	**30**		Comprehensive proposal: • Mode of support and material to be utilised • Design of a more intensive programme if the school identified is currently classified as an

	>Detailed delivery strategy/methodology that demonstrates realistic time frames. >Activities/deliverables (Activities versus time frames) > How the project will be managed and how service provider will ensure uninterrupted service and timely delivery. >indication of mode of delivery			• The reporting mechanism at regular interval per quarter and tracking and plotting progress that is being made • Target percentage to be achieved per subject per reporting interval and final examinations outcome
	Points will be allocated as follows:	**Points**		
	• Mode of support and material to be utilised • Design of a more intensive programme if the school identified is currently classified as an underperforming • The reporting mechanism at regular interval per quarter and tracking and plotting progress that is being made • Target percentage to be achieved per subject per reporting interval and final examinations outcome To score a total of 30 points, the proposal must meet **all** the requirements indicated above.	**30**		
D	**LOCALITY**			
	Proof of an office operating in the Eastern Cape evidence for the office must be in the form of a physical address, lease agreement or ownership including relevant equipment to prove the functionality of the office.	**10**		physical address, lease agreement or ownership including relevant equipment to prove the functionality of the office must be provided for bidders to acquire full points. The ECDoE also reserves the right to conduct in - loco inspection to verify the information submitted by the bidders.
	Office outside the Eastern Cape Province or failure to provide proof or evidence as indicated above.	**0**		
E	**FINANCIAL CAPACITY**			

	Proof of Financial Viability to deliver services. Hundred million or more 10 points 50 to 99 million 5 points Less than fifty million 0 points	**10**	A bank guarantee letter from a recognized financial institution for the duration of the contract.
F	Job creation in specific area for specific project per district. The ability of the bidder to contribute to Economic Development and job creation within the Province. 1. Creation of 1-5 jobs = 2 points 2. Creation of 6-10 jobs = 4 points 3. Creation of 11 jobs and more = 10 points	**10**	
	TOTAL	**100**	