



## TENDER NUMBER: NECT/2022/09/001

### TENDER FOR TRAINING SERVICE PROVIDERS FOR THE YOUTH IN THE BUILT ENVIRONMENT PROGRAMME IN THE EASTERN CAPE

**CLOSING DATE: 13 OCTOBER 2022 TIME: 11:00 AM**

NAME OF BIDDER (BIDDING ENTITY)  
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,  
JV/CONSORTIUM, SOLE PROPRIETOR  
etc.)

: .....

CONTACT PERSON

: .....

TEL NUMBER

: .....

FAX NUMBER

: .....

EMAIL

: .....

ISSUED BY:	PREPARED BY:
<b>NECT</b> Contact Person: Mr S. Zikhali Tel: 012 752 6200 Email: <a href="mailto:tenders@nect.org.za">tenders@nect.org.za</a>  HEAD OFFICE (GAUTENG) Ground Floor, Block D, Lakefield Office Park 272 West Avenue, CENTURION, 0163	<b>NECT PMO / TECHNICAL TEAM:</b>  Mr. A. Dikobe Tel: 012 752 6200  HEAD OFFICE (GAUTENG) Ground Floor, Block D, Lakefield Office Park 272 West Avenue, CENTURION, 0163

### SUMMARY OF OFFERS PER SCHOOL

The Tenderer can submit tender offers for one or more provinces. The NECT reserves the right to award the tender to three training -providers

<b>NAME OF BIDDER</b>			
<b>150 LEARNERS</b>			
<b>Cluster</b>	<b>Province</b>	<b>Number of Beneficiaries to be trained</b>	<b>Amount (Incl. VAT) carried forward from Form of Offer</b>
1	Eastern Cape	50 Learners	R
2	Eastern Cape	50 Learners	R
3	Eastern Cape	50 Learners	R
		<b>GRAND TOTAL</b>	<b>R</b>
<b>Total amount must be the same as the amount carried from Form of Offer and Acceptance:</b>			

**NATIONAL EDUCATION COLLABORATION TRUST (NECT)**

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

CONTRACT PRICE : R.....  
(Amount brought forward from the **Form of Offer and Acceptance**) \*

Signed by authorised representative of the Bidding Entity: .....

DATE: .....

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

**TABLE OF CONTENTS**

**PART A: TENDER DOCUMENT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Page Colour</b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
T1.1	Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
<b>T2.1</b>	<b>Returnable Schedules required for Tender Responsiveness</b>	<b>Yellow</b>
T2.1.1	Certificate of Authority for Signatory	
T2.1.2	Registration Certificates / Agreements / Identity Documents	
T2.1.3	Joint Venture Consortium / Disclosure Form	
T2.1.4	Tax Clearance Requirements	
T2.1.5	Proof of Workmen's Compensation Registration (COIDA)	
T2.1.6	Declaration of Interest	
T2.1.7	Service Provider Code of Conduct	
T2.1.8	Tender Declaration Form	
T2.1.9	Certificate of Acquaintance with Tender Document	
T2.1.10	Declaration Certificate for Local Production and Content for designated sectors (SBD 6.2)	
<b>T2.2</b>	<b>Documents, Forms and Schedules Required for Tender Evaluation Purposes</b>	<b>Yellow</b>
T2.2.1	Proposed Key Personnel	
T2.2.2	Schedule of Proposed Sub-Contractors / Consultants (If Any)	
T2.2.3	Broad-based Black Economic Empowerment Status Level Certificate	
<b>T2.3</b>	<b>Other Forms, Certificates and Schedules that will be Incorporated into the Contract</b>	<b>Yellow</b>
T2.3.1	Health and Safety	
T2.3.2	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	
T2.3.3	Record of Addenda to Tender Documents	

**PART B: CONTRACT DOCUMENT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Page Colour</b>
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	
C1.1	Form of Offer and Acceptance	<b>Yellow</b>
C1.2	Contract Data	<b>Yellow</b>
C1.2.1	Conditions of Contract	
C1.2.2	Contract Specific Data	
C1.3	Form of Guarantee / Performance Guarantee	<b>White</b>
<b>PART C2:</b>	<b>PRICING DATA</b>	
C2.1	Pricing Instructions	<b>Yellow</b>
C2.2	Bill of Quantities / Schedule of Activities	<b>Yellow</b>
C2.3	Amendments, Qualifications and Alternatives by Tenderer	<b>Yellow</b>
<b>PART C3:</b>	<b>SCOPE OF WORK</b>	<b>Blue</b>
C3.1	Project Specifications	
C3.2	Department of Basic Education (DBE) Standard Drawings	
<b>PART C4:</b>	<b>SITE INFORMATION</b>	<b>Green</b>
C4.1	List of Schools (for Practical Training Sessions)	

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

The National Education Collaboration Trust (NECT) invites Professional Service Providers to render accredited Bricklayer training to 150 unemployed Matriculants in the Eastern Cape Province.

The Tenderers must be accredited with the CETA to render an accredited Bricklayer training. The candidates are divided into three (3) clusters of 50 candidates each. Tenderers are encouraged to submit tender offers for one (1) cluster or all three (3) clusters. The NECT reserves the right not to award all the three (3) clusters to one (1) service provider for delivery risk reasons.

The Tender Document and Supporting Documents can be accessed from the NECT Website <https://www.nect.org>. Queries may only be addressed to: Sipehelele Zikhali at [tenders@nect.org.za](mailto:tenders@nect.org.za). The cut-off date for tender enquiries is three (3) working days before tender closing date. NECT will publish the addenda and responses to any queries related to this tender via its website address.

The closing time for receipt of tenders is 11h00 am on the **13<sup>th</sup> October 2022** at the designated Tender Box as follows:

Gauteng:                    NECT Head Office, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion

Tenders may only be submitted on the tender documents issued by the NECT. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that bids are delivered in the designated tender box.

## **T1.2 TENDER DATA**

The conditions of tender applicable to this contract are the **Standard Conditions of Tender** as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (08 August 2019), as printed in the Government Gazette No 42622, Board Notice 423 of 2019 and SANS 10845 (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The **Standard Conditions of Bid** for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

All references to the terms: "Tender" and "Tenders" and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

<b>CLAUSE NUMBER</b>	<b>DATA</b>
<b>C.1.1 ACTIONS</b>	The Employer for this Contract is: National Education Collaboration Trust (NECT)
<b>C.1.2 TENDER DOCUMENTS</b>	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering procedures</b> T1.1 Bid notice and invitation to bid T1.2 Bid data</p> <p><b>Part T2 Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Performance Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p><b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantity C2.3 Amendments, Qualifications and Alternatives by Tenderer</p> <p><b>Part C3 Scope of Works</b> C3.1 Project Specifications</p> <p><b>Part C4 Site Information</b> C4 Site Information</p>
<b>C.1.4</b>	The Employer's agent is:

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

CLAUSE NUMBER	DATA
<b>COMMUNICATION AND EMPLOYER'S AGENT</b>	<p><b>Name: Mr Siphelele Zikhali</b>  Address: NECT, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion, Gauteng, 1685  Tel: (012) 752-6200, E-mail: <a href="mailto:tenders@NECT.org.za">tenders@NECT.org.za</a></p> <p>Attention is drawn to the fact that verbal information given by the Employer or any other person prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender documents.</p>
<b>C1.6.2 COMPETITIVE NEGOTIATION PROCEDURE</b>	The competitive negotiation procedure shall not be applied.
<b>C1.6.3 PROPOSAL PROCEDURE USING THE TWO-STAGE SYSTEM</b>	A two-stage system will not be followed.
<b>C.2.1 ELIGIBILITY</b>	The Tender is issued by the NECT to all potential tenderers in the open market.
<b>C.2.7 CLARIFICATION MEETING</b>	There will be no compulsory information session for this tender.
<b>C.2.10.3 PRICING THE TENDER OFFER</b>	Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
<b>C.2.12 ALTERNATIVE TENDER OFFERS</b>	Alternative or Qualified tender offers will not be considered.
<b>C.2.13.1 SUBMITTING A TENDER OFFER</b>	Bidders must submit One (1) tender offer and One (1) soft copy (on a Memory Stick)
<b>C.2.13.3 SUBMITTING A TENDER OFFER</b>	<p>Where the tendering entity is a Joint Venture, it is recommended that the standard CIDB Joint Venture Agreement document be used. Tenderers need to submit the following in a hardcopy:</p> <p><b>Complete Tender Document (signed pdf), which also includes:</b></p> <ul style="list-style-type: none"> <li>✓ The original tender document as issued by the NECT (signed pdf);</li> <li>✓ All Returnable and additional documents (signed pdf);</li> </ul> <p><b>Bidders must submit One (1) tender offer and One (1) soft copy (on a Memory Stick)</b></p> <p>Bids may only be submitted on the Bid documents issued by NECT.</p>
<b>C.2.13.14 SUBMITTING A TENDER OFFER</b>	The tender shall be signed by a person duly authorized to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputised to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its duration of existence, the persons authorized to represent and obligate it, the participation of the several firms forming

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

CLAUSE NUMBER	DATA
	the joint venture, and any other information necessary to permit a full appraisal of its functioning.
<b>C.2.13.5 SUBMITTING A TENDER OFFER</b>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><b>Location of tender box:</b> Designated tender boxes of the NECT as per the Tender Notice and Invitation to Tender.</p> <p><b>Physical Address: Gauteng:</b> NECT Head Office, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion.</p> <p>Identification details to be reflected on the cover of the tender document are:</p> <p><b>Tender Reference Number, Title of Tender and the Closing date and time of the tender</b></p>
<b>C.2.15 CLOSING TIME</b>	<p>The closing time for submission of Tender Offers is:</p> <p><b>11H00 AM ON THE 13<sup>th</sup> October 2022</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>NOT</b> be accepted.</p>
<b>C.2.16 TENDER OFFER VALIDITY</b>	The tender offer validity period is <b>90 days</b> from the closing date of tenders.
<b>C.2.18 PROVIDE OTHER MATERIAL</b>	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
<b>C.2.19 INSPECTIONS, TESTS AND ANALYSIS</b>	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
<b>C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES</b>	The tenderer is required to submit with his tender a Letter of Intent from an approved Insurer or Financial institution undertaking to provide the Performance Bond to the format included in Part 2 (Contract Document) of this procurement document.
<b>C.2.23 CERTIFICATES</b>	<p>The bidder is required to <i>submit with his bid</i>.</p> <p>(1) A valid and active Tax Compliance Status Pin issued by the South African Revenue Services.</p> <p>(2) An Original or originally certified Copy of the SANAS Accredited B-BBEE Certificate / Affidavit – Joint Ventures must submit a consolidated B-BBEE Certificate,</p> <p>(3) A valid copy of the Certificate of Incorporation (if Tenderer is a company) / A valid copy of the Partnership Statement (if Tenderer is a Closed Corporation) / A valid copy of Identity Document (if Tenderer is a Sole Proprietor) / A signed Joint Venture Agreement (if Tenderer is a Joint Venture).</p>
<b>C.3.1.1 RESPOND TO REQUESTS FROM THE TENDERER</b>	The Employer will respond to requests for clarification received from tenderers up to <b>Two (2) working days</b> before the tender closing time.
<b>C.3.4 OPENING OF TENDER SUBMISSIONS</b>	Tenders will not be opened after the closing time at 11:00 after receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing time.
<b>C.3.5</b>	A two-envelope procedure <b>WILL NOT</b> be followed.

CLAUSE NUMBER	DATA
<b>TWO-ENVELOPE SYSTEM</b>	
<b>C.3.9</b> <b>3.9.1</b> <b>ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES</b>	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern, and the line-item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either because of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
<b>C.3.11</b> <b>EVALUATION OF BID OFFERS</b>	<p>The preference procedure for evaluation of responsive tender offers shall be <b>Method 2: Price, Functionality and Preference</b></p> <p>Evaluation will be in accordance with the 80:20 preference points system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with the Preferential Procurement Regulations, 2017.</p> <p>Evaluation will be in three stages modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, namely:</p> <ul style="list-style-type: none"> <li>• Stage 1: Responsiveness / Administrative Compliance Evaluation.</li> <li>• Stage 2: Functionality Criteria and Risk Analysis; and</li> <li>• Stage 3: Financial Offer and Preference Evaluation.</li> </ul> <p><b>Stage 1: Responsiveness / Administrative Compliance Evaluation</b></p> <p>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF).</p> <p>i) <b>SARS Compliance</b></p> <p>a. The tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and valid Tax compliant PIN issued by the South African Revenue Services</p> <p>ii) <b>CSD</b></p> <p>a. Fully Compliant and registered with the National Treasury Centralised Supplier Database (CSD)</p> <p><b>Stage 2: Functionality Analysis (Threshold of 60%)</b></p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

CLAUSE NUMBER	DATA										
	<p>In addition to the Responsiveness of the tender offers, all tenderers will be required to meet the minimum threshold of 60%. The threshold will be based on the following:</p> <table border="1"> <thead> <tr> <th align="center">Responsiveness Criteria</th> <th align="center">Maximum Points Allocated</th> </tr> </thead> <tbody> <tr> <td> <b>1</b>    Registration with the CETA for the training services required by the NECT                 </td> <td align="center">20 Points</td> </tr> <tr> <td> <b>2</b>    <b>Qualifications of the Training Facilitators Proposed by the Training Provider (Proof of Qualification required):</b>                      - Trade Qualification (Bricklaying) (25 Points)                      - Built Environment National Diploma (15 Points)                      - Built Environment Degree (10 Points)                 </td> <td align="center">25 Points</td> </tr> <tr> <td> <b>3</b>    <b>Confirmation of Training facilities in the various areas within the Eastern Cape Province</b>                      - Letter of Confirmation of Address on a Letterhead (5 Points)                      - Lease Agreement with the Property Owner (10 Points)                      - Municipal Bill for the Facilities owned by the training provider (15 Points)                 </td> <td align="center">15 Points</td> </tr> <tr> <td> <b>4</b>    <b>Experience of the Training Providers (at least 2 letters of support from the previous clients)</b>                      - More than 5 Years Experience (40 Points)                      - 3 to 5 Years Experience (30 Points)                      - 1 to 3 Years Experience (20 Points)                      - 0 to 1 Years Experience (10 Points)                      - 0 Experience (0 Points)                 </td> <td align="center">40 Points</td> </tr> </tbody> </table>	Responsiveness Criteria	Maximum Points Allocated	<b>1</b> Registration with the CETA for the training services required by the NECT	20 Points	<b>2</b> <b>Qualifications of the Training Facilitators Proposed by the Training Provider (Proof of Qualification required):</b> - Trade Qualification (Bricklaying) (25 Points) - Built Environment National Diploma (15 Points) - Built Environment Degree (10 Points)	25 Points	<b>3</b> <b>Confirmation of Training facilities in the various areas within the Eastern Cape Province</b> - Letter of Confirmation of Address on a Letterhead (5 Points) - Lease Agreement with the Property Owner (10 Points) - Municipal Bill for the Facilities owned by the training provider (15 Points)	15 Points	<b>4</b> <b>Experience of the Training Providers (at least 2 letters of support from the previous clients)</b> - More than 5 Years Experience (40 Points) - 3 to 5 Years Experience (30 Points) - 1 to 3 Years Experience (20 Points) - 0 to 1 Years Experience (10 Points) - 0 Experience (0 Points)	40 Points
Responsiveness Criteria	Maximum Points Allocated										
<b>1</b> Registration with the CETA for the training services required by the NECT	20 Points										
<b>2</b> <b>Qualifications of the Training Facilitators Proposed by the Training Provider (Proof of Qualification required):</b> - Trade Qualification (Bricklaying) (25 Points) - Built Environment National Diploma (15 Points) - Built Environment Degree (10 Points)	25 Points										
<b>3</b> <b>Confirmation of Training facilities in the various areas within the Eastern Cape Province</b> - Letter of Confirmation of Address on a Letterhead (5 Points) - Lease Agreement with the Property Owner (10 Points) - Municipal Bill for the Facilities owned by the training provider (15 Points)	15 Points										
<b>4</b> <b>Experience of the Training Providers (at least 2 letters of support from the previous clients)</b> - More than 5 Years Experience (40 Points) - 3 to 5 Years Experience (30 Points) - 1 to 3 Years Experience (20 Points) - 0 to 1 Years Experience (10 Points) - 0 Experience (0 Points)	40 Points										
	<ul style="list-style-type: none"> <li>• <b>Stage 3: Financial Offer and Preference Evaluation</b></li> </ul> <p>The NECT will apply the 80:20 ratio to determine the points for price and socio-economic preference.</p> <p><b>FURTHER RISK ANALYSIS</b></p> <p>In addition to the Financial Offer and Preferences Evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPFA Regulations of 2017, to ascertain suitability for award:</p> <p>A further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:</p> <p>i)        The contents of project specific tender returnables will be assessed, i.e. project specific resources, professional indemnity insurance other insurance required, professional registration, approach and methodology which are to be included in the contract.</p> <p>ii)       The placement of tendered resources will be assessed to ensure that</p>										

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

<b>CLAUSE NUMBER</b>	<b>DATA</b>
	<p>resources indicated by CVs and tendered to work on the programme will indeed work on the programme and will not be replaced by more junior or less competent resources.</p> <p>iii) NECT QS confirmation on value for money on programme and process received from bidder.</p> <p>iv) No misrepresentation in the tender information submitted.</p> <p>v) Any non-performance on NECT, or NECT client projects.</p> <p>vi) The Tenderer or any of its directors / shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector.</p> <p>vii) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.</p> <p>viii) Convicted by a Court of law for fraud and corruption.</p> <p>ix) Removed from a contract between them and organ of state on account of failure to perform on or comply with the contract.</p> <p>x) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable and Payable Turnover, Liquidity &amp; Solvency).</p> <p>xi) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenderers may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the NECT QS Estimate will be used as a guide to indicate financial risk.</p> <p>xii) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR 2017.</p> <p>xiii) As per the Additional Conditions of Tender.</p>
<p align="center"><b>C.3.13 ACCEPTANCE OF TENDER OFFER</b></p>	<p>In addition to Clause C.3.13, the Tender offer will only be accepted if:</p> <p>The Tenderer has submitted with his Offer all relevant documentation as stated in C.2.23.</p> <p>The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of The Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>The Tenderer has not:</p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

CLAUSE NUMBER	DATA
	<ul style="list-style-type: none"> <li>i) Abused the Employer's Supply Chain Management System; or</li> <li>ii) Failed to perform on any previous contract.</li> </ul>
<b>C.3.17 PROVIDE COPIES OF THE CONTRACTS</b>	The number of paper copies of the signed contract to be provided by the Employer is <b>one (1)</b> .
<b>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</b>	<p>The additional conditions of bid are:</p> <ul style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The Employer reserves the right to appoint a different Contractor for each Schools, as detailed in C3.1.4. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for the School for which they intend to bid for <b>or</b></li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be taken apart.</li> <li>6 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the Employer to complete PART T2 on behalf of the bidder)</li> </ul> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></p>
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>a) The NECT reserves the right to award the tender to more than one tenderer;</li> <li>b) The NECT reserves the right to award the scope in full or part thereof, subject to budget availability;</li> <li>c) The subsequent Appointment / Contract if successful, will be the full and final offer with no option to increase after award.</li> <li>d) In the event of a partial award, the NECT reserves the right for items excluded from the award, to be retendered in a new tender process.</li> <li>e) Where a tenderer is ranked highest in more than one Tender offer, the second ranked tenderer will therefore be recommended for award, subject to the value for money principle.</li> <li>f) The decision to award will be based on best commercial offer and value for money principle for the NECT.</li> <li>g) The NECT reserves the right to negotiate to ensure the value for money principle is not compromised.</li> <li>h) The NECT must approve and sign to confirm value for money received on approval of tender.</li> <li>i) The contract price shall remain fixed for the duration of the contract and will not change with any fluctuations in foreign exchange and CPAP</li> </ul>
	<p>The following circumstances may deem a tender invalid if not addressed:</p> <ul style="list-style-type: none"> <li>a) If the tender offer is not submitted on the Form of Offer and Acceptance bound</li> </ul>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

<b>CLAUSE NUMBER</b>	<b>DATA</b>
	<p>into this tender document (Form C1.1, Part C1: Agreements and Contract Data);</p> <ul style="list-style-type: none"><li>b) if the tender is not completed in non-erasable ink;</li><li>c) if the Form of Offer and Acceptance has not been signed;</li><li>d) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</li></ul> <p><b>Negotiations with the Preferred Tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers, provided that such negotiation:</p> <ul style="list-style-type: none"><li>a) Does not allow any preferred tenderer a second or unfair opportunity;</li><li>b) Is not to the detriment of any other tenderer; and</li><li>c) Does not lead to a higher price than the tender as submitted.</li></ul> <p>Minutes of any such negotiations shall be kept for record purposes.</p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

**PART A: TENDER DOCUMENT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Page Colour</b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
T1.1	Notice and Invitation to Tender	<b>White</b>
T1.2	Tender Data	<b>Pink</b>
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
<b>T2.1</b>	<b>Returnable Schedules required for Tender Responsiveness</b>	<b>Yellow</b>
T2.1.1	Certificate of Authority for Signatory	
T2.1.2	Registration Certificates / Agreements / Identity Documents	
T2.1.3	Joint Venture Consortium / Disclosure Form	
T2.1.4	Tax Clearance Requirements	
T2.1.5	Proof of Workmen's Compensation Registration (COIDA)	
T2.1.6	Declaration of Interest	
T2.1.7	Service Provider Code of Conduct	
T2.1.8	Tender Declaration Form	
T2.1.9	Certificate of Acquaintance with Tender Document	
T2.1.10	Declaration Certificate for Local Content Production and Content for Designated Sectors (SBD 6.2)	
<b>T2.2</b>	<b>Documents, Forms and Schedules Required for Tender Evaluation Purposes</b>	<b>Yellow</b>
T2.2.1	Proposed Key Personnel	
T2.2.3	Schedule of Proposed Sub-Contractors / Consultants	
T2.2.4	Broad-based Black Economic Empowerment Status Level Certificate	
<b>T2.3</b>	<b>Other Forms, Certificates and Schedules that will be incorporated into the Contract</b>	<b>Yellow</b>
T2.3.1	Health and Safety	
T2.3.2	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	
T2.3.3	Record of Addenda to Tender Documents	

**T2.1.1: CERTIFICATE OF AUTHORITY TO SIGN A TENDER**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I, ....., chairperson of the board of  
 ....., hereby confirm that by resolution of  
 the board (copy attached) taken on ..... 20..... ,  
 Mr/Ms .....  
 acting in the capacity of ....., was authorised to sign all documents in connection  
 with this tender for Contract No: **NECT/2022/09/001** and any contract resulting from it on behalf of the  
 company.

**As witnesses:**

1. ....

Chairman: .....

2. ....

Date: .....

<b>ENTERPRISE STAMP</b>

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....

....., hereby authorise Mr/Ms .....

....., acting in the capacity of .....

, to sign all documents in connection with this tender for **Contract No: NECT/2022/09/001** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms .....  
....., authorised signatory of the company.....  
....., acting in the capacity of lead partner, to sign all documents  
in connection with this tender for Contract No: **NECT/2022/09/001** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<b>Name of Firm</b>	<b>Address</b>	<b>Authorising Name and Capacity</b>	<b>Authorising Signature</b>
Lead Partner:			

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. ....
2. ....

Sole Owner: .....

Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
....., hereby authorise Mr/Ms .....  
acting in the capacity of ....., to sign all to sign all documents in  
connection with this tender for Contract No: **NECT/2022/09/001** and any contract resulting from it on  
our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

<b>ENTERPRISE STAMP</b>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole Proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Also include the relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-Submission thereof may deem your tender non-responsive.

I, ..... of .....  
**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....  
**Signature**

.....  
**Date**

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED AS A JOINT VENTURE OR CONSORTIUM**

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for

**APPOINTMENT OF A TRAINING SERVICE PROVIDER (TSP) TO RENDER BRICKLAYER TRAINING TO 150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

and of jointly performing such contract under joint and several responsibility. The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise  
..... %  
.....

Full Name and address of 2<sup>nd</sup> enterprise  
..... %  
.....

Full Name and address of 3<sup>rd</sup> enterprise  
..... %  
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the NECT, for the amount and period as stated in the Contract Data. The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:  
The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the NECT or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/ DIRECTORS/ PARTNERS AS THE CASE MAY BE.)**

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signature

**T2.1.4: TAX CLEARANCE REQUIREMENTS**

It is a Condition of this Tender that the Taxes of the Tenderer must be in order, or that satisfactory arrangements have been made with the SOUTH AFRICAN REVENUE SERVICES (SARS) to meet the respondent's Tax Obligations.

Bidders's Tax Status must remain compliant in respect to the Evaluation process throughout the tender process, in order for a Bidder to be evaluated.

1. The valid and active Tax Compliance Status PIN is issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status PIN will result in the invalidation / disqualification of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of tis tender.
3. Where Joint Venture Consortia / Associations, etc. are involved, the Tax Compliance status will be on the main Joint Venture Partners Status. However, the Tax Compliance Status documentation of all the Joint Venture Partners are to be appended to this page. Any Tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, ..... of .....  
**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....  
**Signature**

.....  
**Date**

**T2.1.5 PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)**

The Tenderer shall attach hereto a valid proof of Registration with the Workmen's Compensation or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993)

I, .....  
**Full Names of Authorised Signatory**

of.....  
**Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....  
**Signature**

.....  
**Date**

**T2.1.6 BIDDER’S DISCLOSURE (SBD 4)**

**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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

---

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

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

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

---

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

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

.....  
Signature Date

.....  
Position Name of bidder

## T2.1.7 SERVICE PROVIDER CODE OF CONDUCT

NECT aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with NECT must understand and support. These are:

- The NECT Procurement Policy – A guide for Tenderers
- Section 217 of the Constitution of the Republic of South Africa, 1996 – the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008;
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000;
- The Construction Industry Development Board Act, Act 38 of 2000 (CIDB Act); and
- The Preferential Procurement Policy Framework ACT, Act 5 of 2000;

This Code of Conduct has been included in this contract to formally appraise NECT Service Providers of NECT's expectations regarding behavioural and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tenderer and ensure adherence to it by the subcontractors.

### **Prohibition of Bribes, Kickbacks, Unlawful Payments and other Corrupt Practices**

NECT's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. NECT will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.
  - NECT and its employees will adhere to the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
  - NECT Employees must not accept or request, agree or promise to accept money or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked third party;
  - Employees may not receive anything that is intended to:
    - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
    - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
    - Gain an improper advantage.
2. NECT is firmly committed to the concept of free and competitive enterprise
  - Service Providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust policies
  - NECT does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (Fronting)
3. NECT's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits
  - Generally, service providers have their own business standards and regulations. Although NECT cannot control the actions of our service providers, we will; not tolerate any illegal activities. These include, but are not limited to:
    - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.)
    - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.)
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards NECT employees.
- Service Providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.
- Service Providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

**4. Conflict of Interest**

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of NECT Limited, for example:

- Doing business with family members or close associates;
- Having a financial or beneficial interest in another company in our industry or environment

I, ..... of.....  
**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in the “NECT Service Provider Code of Conduct”.

.....  
**Signature**

.....  
**Date**

**T2.1.8 TENDER DECLARATION FORM**

NAME OF COMPANY: .....

We .....do hereby certify that:

1. NECT has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. We have received all information we deemed necessary for the completion of this Tender;
3. At no stage have we received additional information relating to the subject matter of this Tender from NECT sources, other than information formally received from the designated NECT contact(s) as nominated in the Tender Documents.
4. We are satisfied, in so far as our company is concerned, that the processes and procedures adopted by NECT in issuing this Tender and the requirements requested from bidders in responding to this Tender have been conducted in a fair and transparent manner; and
5. Furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder / (unlisted companies) of our company and an employee or board member of the NECT as indicated below: **(Respondent to indicate if this section is not applicable).**

**FULL NAME OF OWNER / MEMBER / DIRECTOR / PARTNER / SHAREHOLDER**

.....  
.....

**ADDRESS:**

.....  
.....

Indicate Nature of Relationship with NECT:

.....  
.....

***(Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with NECT)***

We declare, to the extent that we are aware or become aware of any relationship between ourselves and NECT (other than any existing and appropriate business relationship with NECT) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify NECT immediately in writing of such circumstances.

Signed at ..... on this .....day of ..... 20.....

For and Behalf of ..... Duly authorized thereto	AS WITNESS
Name:	Name:
Position:	Position:
Signature:	Signature
Date:	Date:
Place:	Place:

**T.2.1.9: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT**

**NAME OF TENDERING ENTITY:**.....

1. I / We do hereby certify that I / we acquainted myself / ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by NECT Limited for the carrying out of the proposed supply / service / works for which I / We submitted my / our Proposal.
2. I / We furthermore agree that NECT Limited shall recognise no claim from me / us for relief based on allegation that I / We overlooked any Tender / Contract conditions or failed to take it into account for the purpose of calculating my / our offered prices or otherwise.
3. I / We understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I / We understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
  - a. Has been requested to submit a tender in response to this Tender invitation;
  - b. Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c. Provide the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. Without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. Prices
  - b. Geographical area where Services will be rendered (market allocation)
  - c. Methods, factors or formulas used to calculate prices
  - d. The intention or decision to submit or not to submit, a Tender
  - e. The submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - f. Tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which the Tender relates.
8. The Terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I / We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts. Tenders 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 South African Police Services (SAPS), or 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, ..... of.....

**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable.

.....  
**Signature**

.....  
**Date**

## **T2.1.10: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates:

- Annex C - Local Content Declaration: Summary Schedule;
- Annex D – Imported Content Declaration: Supporting Schedule to Annexure C; and
- Annex E – Local Content Declaration: Supporting Schedule to Annex C.

### 1. General conditions

- 1.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes [provision for the promotion of local production and content.
- 1.2 Regulation 9(1) prescribes that in case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services and works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1-x/y] * 100$$

Where

x = the imported content in Rand;

y = the bid price in Rand excluding value added tax (VAT)

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

The SARB approved technical specification number SATS 1286: 2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

### 1.6 A bid may be disqualified if-

- a) This Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- b) The Bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. Definitions**

- 2.1 **“Bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2 **“Bid Price”** means the price offered by the bidder, excluding value added tax (VAT);
- 2.3 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 **“Designated Sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
- 2.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 **“imported content”** means the portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry.
- 2.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place.
- 2.8 **“stipulated minimum thresholds”** means that portion of local production and content as determined by the Department of Trade and Industry.
- 2.9 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The Stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286: 2011) for this bid is / are as follows:

Description of services, works or goods	Stipulated thresholds	minimum
.....	.....	.....%
.....	.....	.....%
.....	.....	.....%

4. Does any portion of the services, works or goods offered have any imported content?

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

- 4.1 If Yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid. The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<b>Currency</b>	<b>Rate(s) of Exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick appropriate box)

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

- 5.1 If yes, provide the following particulars:

a) Full name of the auditor:	.....
b) Practice Number:	.....
c) Telephone and Cell Number:	.....
d) Email Address:	.....

(Documentary Proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Officer)

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

**LOCAL CONTENT DECLARATION**

(Refer to Annex B of SATS 1286: 2011)

Local Content Declaration by the Chief Financial Officer (CFO) or other Legally Responsible person nominated in writing by the Chief Executive or Senior Member / person with Management responsibility (Close Corporation, Partnership or Individual)

In respect of Bid No. .... issued by NECT.

1. The Obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned ..... (Full Names), do hereby

Declare, in my capacity as ..... of ..... (Name of the Bidding entity), the following:

- a) The facts contained herein are within my own personal knowledge;
- b) I have satisfied myself that:
  - i. The goods / services / works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286: 2011; and
  - ii. The declaration templates have been audited and certified to be correct.
- c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286: 2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C.

Bid Price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286: 2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286: 2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286: 2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in declaration D and E.

- d) I accept the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286: 2011.
  
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Signature:..... Date:.....

Signature:..... Date:.....

Signature:..... Date:.....





TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE

**ANNEX E**

Annex E				SATS 1286.2011
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	<b>Tender No.</b>			<b>Note: VAT to be excluded from all calculations</b>
(E2)	<b>Tender description:</b>			
(E3)	<b>Designated products:</b>			
(E4)	<b>Tender Authority:</b>			
(E5)	<b>Tendering Entity name:</b>			
	<b>Local Products (Goods, Services and Works)</b>	<b>Description of items purchased</b>	<b>Local suppliers</b>	<b>Value</b>
		(E6)	(E7)	(E8)
		<b>(E9) Total local products (Goods, Services and Works)</b>		R O
(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)		R O
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortization, utility costs, consumables etc.)		R O
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)		R O
			<b>(E13) Total local content</b>	R O
			<b>This total must correspond with Annex C - C24</b>	
	<b>Signature of tenderer from Annex B</b>			
	<b>Date:</b>			

## T.2.2: DOCUMENTS, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

### T2.2.1 PROPOSED KEY PERSONNEL

The Tenderer shall submit a Company Profile of the Entity and list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
<u>HEADQUARTERS</u> Partner/director					
Project manager					
OTHER KEY STAFF (give designation)					
<u>TRAINING FACILITATORS</u>					
Other key staff (give designation)					
Other key staff (give designation)					

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## T2.2.2 SCHEDULE OF PROPOSED SUB-CONTRACTORS / CONSULTANTS

We notify you that it is our intention to employ the following sub-contractors / sub-consultants for work in this contract **(IF APPLICABLE – NOT MANDATORY)**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors / Sub-consultants in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, your written acceptance of this list shall be binding between us.

#	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous experience with Sub-contractor
1			
2			
3			

I, ..... of .....  
**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....  
**Signature**

.....  
**Date**

**T2.2.3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL  
CERTIFICATE**

The Bidder shall attach the B-BBEE Certificate / Affidavit.

## **T2.3: OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

### **T2.3.1 HEALTH AND SAFETY**

The Contractor to submit the following documents as a minimum with your tender:

1. Construction Safety File containing the following items:
  - a. Detailed description of intended work (on Company letterhead).
  - b. Physical address where contract is taking place (on Company letterhead).
  - c. List of all Personal Protective Equipment issued to employees (company letterhead).
  - d. List of ALL employees on site (on company letterhead).
  - e. Detailed Health and Safety Plan (on company letterhead).
  - f. Proof of Registration with the Compensation Commissioner.
  - g. Letter of "Good Standing" with Compensation Commissioner.
  - h. Valid letter of good standing with UIF body;
  - i. Certified copy of first aid certificate.
  - j. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
  - k. Public Liability and Commercial Insurance Certificates.
  - l. All related statutory appointments.
  - m. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014 (**OHS Act 85 of 1993**).

I, ..... of .....  
**Full Names of Authorised Signatory      Company Name**

Hereby Acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....  
**Signature**

.....  
**Date**



**T2.3.3: RECORD OF ADDENDA TO BID DOCUMENTS**

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

.....  
**Signature of Authorized person:**

.....  
**Date:**

**Name:** .....

**Position:** .....

**Tenderer:** .....

**PART B: CONTRACT DOCUMENT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Page Colour</b>
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.2.1	Conditions of Contract	
C1.2.2	Contract Specific Data	
<b>PART C2:</b>	<b>PRICING DATA</b>	
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities / Schedule of Activities	Yellow
C2.3	Amendments, Qualifications and Alternatives by Tenderer	Yellow
<b>PART C3:</b>	<b>SCOPE OF WORK</b>	Blue
C3.1	Project Specifications	
C3.2	Particular Specifications	
<b>PART C4:</b>	<b>SITE INFORMATION</b>	Green
C4.1	List of Schools and Enrolment Numbers	
C4.2	Department of Basic Education (DBE) Norms and Standards	

## C1.1 FORM OF OFFER AND ACCEPTANCE

### C1: AGREEMENT AND CONTRACT DATA

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### PROFESSIONAL SERVICES

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**The offered price for the Training of 50 unemployed Matriculants, inclusive of value added tax for the schools in Cluster 1, are as in the Table below:**

#### CLUSTER 1: 50 LEARNERS

<b>SUMMARY OF OFFER</b>			
<b>NAME OF BIDDER:</b>			
<b>CLUSTER 1 (50 LEARNERS)</b>			
<b>ITEM</b>	<b>PROVINCE</b>	<b>NUMBER OF LEARNERS</b>	<b>Offer Amount (INCL VAT) carried forward from Form C2.2.2 Activity Schedule for Cluster 1</b>
1	EASTERN CAPE	50 LEARNERS	R
<b>OFFER AMOUNT IN WORDS</b>			

The offered prices for the training of 50 unemployed Matriculants, inclusive of value added tax for the schools in Cluster 2, are as in the Table below:

**CLUSTER 2: 50 LEARNERS**

<b>SUMMARY OF OFFER</b>			
<b>NAME OF BIDDER:</b>			
<b>CLUSTER 2 (50 LEARNERS)</b>			
<b>ITEM</b>	<b>PROVINCE</b>	<b>NUMBER OF LEARNERS</b>	<b>Offer Amount (INCL VAT) carried forward from Form C2.2.2 Activity Schedule for Cluster 1</b>
1	EASTERN CAPE	50 LEARNERS	R
<b>OFFER AMOUNT IN WORDS</b>			

The offered prices for the training of 50 unemployed Matriculants, inclusive of value added tax for the schools in Cluster 3, are as in the Table below:

**CLUSTER 3: 50 LEARNERS**

<b>SUMMARY OF OFFER</b>			
<b>NAME OF BIDDER:</b>			
<b>CLUSTER 3 (50 LEARNERS)</b>			
<b>ITEM</b>	<b>PROVINCE</b>	<b>NUMBER OF SCHOOLS</b>	<b>Offer Amount (INCL VAT) carried forward from Form C2.2.2 Activity Schedule for Cluster 1</b>
1	EASTERN CAPE	50 LEARNERS	R
<b>OFFER AMOUNT IN WORDS</b>			

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

This offer may be accepted by the NECT by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

**Failure of the Tenderer to sign this form may invalidate the Tender.**

## **ACCEPTANCE**

By signing this part of this form of offer and acceptance, the NECT identified below accepts the tenderer's offer. In consideration thereof, the NECT shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the NECT and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the NECT during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the NECT's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the NECT in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

<b>Signature</b> <i>Of person authorised to sign the tender</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	
<b>Address</b> <i>Physical address</i>	
<b>Telephone no</b>	
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

By the duly authorised representatives signing this agreement, the NECT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the NECT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

<b>Signature</b> <i>Of person authorised to sign on behalf of the NECT</i>	
<b>Name</b> <i>Of signatory in capitals</i>	
<b>Capacity</b> <i>Of signatory</i>	
<b>Name</b> <i>Of Organisation</i>	The NECT

TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE

---

<b>Address</b> <i>Physical address</i>	272 West Avenue, Block D Lakefield Office Park Centurion 0163
<b>Telephone no</b>	(012) 752 6200
<b>Fax number</b>	
<b>Name</b> <i>Of witness</i>	
<b>Signature</b> <i>Of witness</i>	

## C.1.2 CONTRACT DATA

### Part 1 – Contract data provided by the NECT

#### STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)

The Conditions of Contract are clauses 3 to 15 **STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)** as amended with particular conditions specified by the employer.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board. Each project will be administered as a project on its own.

	<p style="text-align: center;"><b>CONTRACT SPECIFIC DATA</b></p> <p>The following contract specific data is applied to this Contract (conditions specified by the employer)</p>
<b>Clause 1</b>	<b>Definitions</b>
1	<p><b><u>Employer</u></b></p> <p>The sponsor is the Department of Basic Education (DBE) and the employer according to the contract is the NECT. The work is to be done for the DBE as sponsor and as funder and that the DBE will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the DBE shall assume full accountability and responsibility and will indemnify the IA for any litigation that might arise because of such intervention.</p> <p>The contracts allow for the assignment of the remaining contractual liabilities of the Tenderers to the DBE to be implemented by such custodian department.</p>
1	<p><b><u>Project</u></b></p> <p>For the provision of Professional Services for normal services for planning, design, monitoring of construction and closing out of projects. The project construction scope consists of the construction of water and sanitation infrastructure at schools in the Eastern Cape</p>
1	<p><b><u>Period of Performance</u></b></p> <p>The Estimated Period of Performance is Four (4) months commencing from the involvement stage of the service provider until the completion of all deliverables in accordance with the scope of the services and completion of works by the contractor.</p>
1	<p><b><u>Service Provider</u></b></p> <p>The contracting party may also be a consortium/joint venture and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.</p>
1	<p><b><u>Start Date</u></b></p> <p>The Anticipated Start Date is Date of Appointment (<b>01 November 2022</b>)</p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

<b>Clause 3</b>	<b>General</b>
3.5	<p><b><u>Location</u></b></p> <p>The location for the performance of the Project is various districts in the Eastern Cape Province.</p>
3.6	<p><b><u>Publicity and publication</u></b></p> <p>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</p>
3.9.3	<p><b><u>Changes to Contract Price or Period of Performance</u></b></p> <p>The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data</p> <p>The Provision of 3.9.3 do not apply to this contract.</p>
3.12.1	<p><b><u>Penalty</u></b></p> <p>A penalty amount as indicated below per day will be applicable per target date, to a maximum equal to 15% of contract amount, after which the contract may be terminated. The following penalties will be applied</p> <ul style="list-style-type: none"> <li>✓ Late submission of Progress Report by 25<sup>th</sup> of every month. R 500 per day will apply.</li> <li>✓ Close-out Report not being submitted after one month of submitting Final Account. R 2000.00 per day</li> <li>✓ Variation Order is not submitted for approval prior implementation of works on site. R 2000.00 per day</li> <li>✓ Project Manager being absent in Site Progress Meeting for two consecutive meetings. R 750.00 per day.</li> </ul>
3.15	<p><b><u>Programme:</u></b></p>
3.15.1	<p>The Service Provider shall, within seven days and whenever a programme is amended or revised, submit for the NECT's approval a programme for the performance of the Services which shall, <i>inter alia</i>, include:</p> <ol style="list-style-type: none"> <li>a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the NECT and Others;</li> <li>b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;</li> <li>c) provisions for float;</li> <li>d) the planned completion of the Services or part thereof in relation to a Period of Performance; and</li> <li>e) other information as required in terms of the Scope of Work or Contract Data</li> <li>f) Project Execution Plan (PEP)</li> </ol>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

<p>3.16.1</p> <p>3.16.2</p>	<p><b><u>Price adjustment to time-based fees for inflation</u></b></p> <p>Prices are fixed for the duration of the contract.</p> <p>The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa (SSA)</p>
<p>4.1</p> <p>4.1.1</p> <p>4.1.2</p>	<p><b><u>Employer's Obligations</u></b></p> <p><b><u>Information</u></b></p> <p>The NECT shall timeously provide to the Service Provider, free of cost, all available information and data in the NECT's possession which may be required for the performance of the Services.</p> <p>The NECT shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.</p>
<p>4.2</p>	<p><b><u>Decisions</u></b></p> <p>The NECT shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.</p>
<p>4.3.1</p> <p>4.3.2</p> <p>4.4</p>	<p><b><u>Assistance</u></b></p> <p>The NECT shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. the NECT shall as soon as practicable:</p> <p>a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;</p> <p>b) provide all relevant data, information, reports, correspondence and the like, which become available;</p> <p>c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;</p> <p>d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;</p> <p>Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the NECT's behalf and interpreting and defining the NECT's policies and requirements regarding the Services.</p> <p><b><u>Services of Others</u></b></p> <p>The NECT shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.</p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

4.5	<p><b><u>Notification of material change or defect</u></b></p> <p>The NECT shall immediately advise the Service Provider on becoming aware of:</p> <p>a) any matter other than a change in legislation which will materially change, or has changed the Services; or b) a material defect or deficiency in the Services</p>
4.6	<p><b><u>Issue of instruction</u></b></p> <p>Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the NECT, then the NECT shall issue instructions related to such work, services, contract or agreement only through the Service Provider.</p>
4.7	<p><b><u>Payment of Service Provider</u></b></p> <p>The NECT shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.</p> <p>For payment purposes (refer to Clause 8 of Part C2.1: Pricing Assumptions)</p>
5.1-5.3	<p><b><u>Service Provider's Obligations</u></b></p> <p>These clauses shall apply on this contract</p>
5.4.1	<p><b><u>Insurances to be taken out by the Service Provider</u></b></p> <p>The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.</p> <p>The Service Provider is required to take out and maintain, for the full duration of the performance of this contract the following insurance cover:</p>
5.5	<p><b><u>Service Provider's actions requiring Employer's prior approval.</u></b></p> <p>The Service Provider is required to obtain the NECT's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1 Replacing any of the key personnel listed by name in the Contract Data</li> <li>2 Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract</li> <li>3 The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the NECT and a contractor, and instructions to contractors requiring significant scope change</li> </ol>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

	<p>4 Appointing Subcontractors for the performance of any part of the Services;</p> <p>5 Changes in Scope; and</p> <p>6. Changes in Specification.</p>
6.1-6.3	<p><b><u>Conflicts of Interest</u></b></p> <p>These clauses shall apply on this contract.</p>
7.2	<p><b><u>Provision of Personnel in terms of a Personnel Schedule</u></b></p> <p>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.</p>
8.1	<p><b><u>Commencement of Services</u></b></p> <p>The Service Provider is to commence the performance of the Services within 7 days of date that the Contract becomes effective.</p>
8.2.1	<p><b><u>Completion</u></b></p> <p>Unless otherwise specified in the Contract Data, the Contract shall be concluded when the correct and accurate close out report have been submitted and approved.</p>
8.2.2	<p>The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:</p> <p>a) additional Services ordered by the NECT;</p> <p>b) failure of the NECT to fulfil his obligations under the Contract;</p> <p>c) any delay in the performance of the Services which is not due to the Service Provider's default;</p> <p>d) <i>Force Majeure</i>; or</p> <p>e) Suspension.</p>
8.2.3	<p>The Service Provider shall within 14 Calendar Days of becoming aware that a delay may occur or has occurred, notify the NECT of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 14 Calendar days after the delay ceases deliver to the NECT full and detailed particulars of the request.</p>
8.2.4	<p>The NECT shall, within 14 Calendar Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the NECT to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.</p>

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

8.3	<b><u>Force Majeure</u></b> This clause shall apply on this contract.
8.4.3 (c)	<b><u>Termination</u></b> The period of suspension under clause 8.5 is not to exceed 2 months.
8.5 – 8.6	<b><u>Suspension - Rights and liabilities</u></b> These clauses shall apply to this contract.
9.1	<b><u>Ownership of documents and copyright</u></b> Copyright of documents prepared for the Project shall be vested with the NECT.
10	These clauses are applicable to this contract.
11.1	<b><u>Subcontracting</u></b> A Service Provider may not subcontract any work which he has the skill and competency to perform
12.1 12.1.2 12.2/12.3 12.2.1 12.2.4	<b><u>Settlement</u></b> Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to mediation as provided for in the Contract Data. Final settlement is by mediation If the parties fail to agree on a mediator, the mediator is nominated by the NECT. This clause is not applicable.
12.3.3	<b><u>Adjudication</u></b> NOT APPLICABLE
12.4.1	<b><u>Arbitration</u></b> If the parties fail to agree on an arbitrator, the arbitrator is nominated by the NECT.
13.1.3	<b><u>Liability of the Service Provider</u></b> NOT APPLICABLE.

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

---

13.4	<p><b><u>Duration of Liability</u></b></p> <p>Neither the NECT nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 3 months from the date of termination or completion of the Contract.</p>
13.5.1	<p><b><u>Limit of Compensation</u></b></p> <p>NOT APPLICABLE.</p>
13.5.3	<p>If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.</p>
13.6	<p><b><u>Indemnity by the Employer</u></b></p> <p>The provisions of 13.6 do not apply to this Contract</p>
13.7	<p>These clauses do not apply to this contract.</p>
15	<p><b><u>Amounts due to the Employer</u></b></p> <p>Amounts due to the NECT shall be paid by the Service Provider within (30) Days of receipt by him of the relevant invoices. If the NECT does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.</p> <p>The interest rate will be the prime interest rate of the NECT's Bank at the time the amount is due.</p>

**C1.2 CONTRACT DATA (Continued)**

**1 Part 2: Data provided by the Professional Service Provider**

Clause	C3.1 Data
1	<p>The Service Provider is .....</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax simile: .....</p> <p>E-mail: .....</p>
5.3	<p><b>The authorized and designated representative of the Service Provider is:</b></p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax simile: .....</p> <p>Address</p> <p>.....</p> <p>.....</p>

## C2.1 Pricing Instructions

### C2.1 Pricing Instructions

- C2.1.1 Basis of remuneration, method of tendering and estimated fees
- C2.1.2 Professional fees for the Professional Services Team will be paid on a value basis.  
The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.
- C2.1.3 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction.  
The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard
- C2.1.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**  
The number of visits to a site will be limited to 3 times a month or as often as may be required to address urgent construction issues on a site. The Service Provider must be available at 24 hours’ notice to visit the site if so required. The rates for travelling must not exceed those of DPW and should be made accordingly in terms qualification and position of personnel.  
The Service Provider will take reasonable care in his / her pricing for disbursements as they will be fixed for budget purposes and payment will be based on actual amounts to be agreed with the NECT. NECT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated by the consultant. All disbursements not specified in the tender documentation must be pre-approved by the NECT or its appointed agent.
- C2.1.4.1 **Typing and duplicating**  
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses" set out by DPW.

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value-based fees and time-based fees paid.

#### **C2.1.4.2 Drawing duplication**

- (a) For drawing duplication, the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" set out by DPW may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

#### **C2.1.4.3 Forwarding charges**

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made because of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value-based fees and time-based fees paid.

#### **C2.1.4.4 General**

The most economical mode of transport is to be used considering the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's poor performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

Compensation for the use of private motor transport will be in accordance with C2.2.2 Activity Schedule.

**C2.1.4.5 Hired vehicles**

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the NECT Project Manager.

**C2.1.4.6 Accommodation**

Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.5 All fee accounts must be accompanied by an updated original written certification by the Project Manager, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.6 All fee accounts need to be signed by Project Manager of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the NECT project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Conditions of Contract.

**C2.1.10 Interim payments to the Service Provider**

For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate.

**C2.1.11 Construction monitoring**

The construction monitoring requirements are as specified below.

- (a) Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value-based fee tendered for normal services.

**C2.1.12 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

No separate payment shall be made for the service and the cost of providing this service shall be deemed to be included in the value-based fee tendered for normal services.

**C2.1.13 Quality Assurance System**

No separate payment shall be made for the implementation of a quality management system. The cost of providing this service shall be deemed to be included in the value-based fee tendered for normal services.

**C2.1.14 Project Manager of the Client**

The cost of providing this service shall be deemed to be included in the value-based fee tendered for normal services.

**C2.1.15 Other unspecified services**

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional training requirements
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

#### **C2.1.16 Set off**

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

### **C2.2 Activity Schedule**

#### **C2.2.1 Activities**

C2.2.1.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists Scope of Professional Services Team and further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.

C2.2.1.2 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages.

C2.2.1.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

#### **C2.3 Activity Schedule Pricing Structure**

Refer to the Activity Schedule C2.2.2 below:

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

**C2.2.2 Price Schedule A: Activity Schedule for Value Based Fees**

Tenderers are to tender a single consortium percentage fee. The amount tendered herein is for tender purposes only and will be adjusted according to the application of the tender percentage fee vis-à-vis the actual cost of construction. It is expected that the consultant will take reasonable care in his pricing and would provide an as accurately as possible estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be 3 months.

**C2.2.2 Activity Schedule for Value Based Fees – CLUSTERS 1 TO 3**

		<b>SUMMARY OF OFFER</b>									
		<b>NAME OF BIDDER:</b>									
		<b>CLUSTER 1 to 3 (150 learners for the Eastern Cape Province)</b>									
		<b>PROVINCE: EASTERN CAPE</b>									
<b>Cluster</b>	<b>PROVINCE</b>	<b>Total Number of Learners</b>	<b>Tendered Amount for Classroom Training (A)</b>	<b>Tendered price for Practical Deployment Per Learner (B)</b>	<b>Tendered price for Training Venue and Logistics (20 days) (C)</b>	<b>Management of the Training Stipend for 4 months (based on R3800 per learner) (D)</b>	<b>Sub-Total 1</b>	<b>Fixed allowance for disbursement @ 5% per Cluster (E)</b>	<b>Sub-Total 2</b>	<b>Add VAT @15%</b>	<b>GRAND TOTAL OFFER AMOUNT (Incl VAT) per Cluster</b>
1	Eastern Cape	50 Learners									R
2	Eastern Cape	50 Learners									R
3	Eastern Cape	50 Learners									R
		<b>TOTAL OFFER AMOUNT (INCL VAT) FOR CLUSTER TO BE CARRIED TO C1.1 FORM OF OFFER: (Add offers for all schools in Cluster)</b>									<b>R</b>

**Notes:**

- *The Monthly Stipend per learner will be R3800. The Training Provider must quote how much it will cost them to receive and process the stipend to each learner for 4 months (D)*
- *The Tenderer can either tender for 1, 2 or 3 clusters or all the Clusters, depending on their capacity. For risk management reasons, the NECT reserves the right to split the awards to three different Service Provider*

**NOTE:** 1.

Total Financial Offer for Value -Based Fees **must be carried over to C1.1 Form of Offer and Acceptance**. Tenderers are to tender a single consortium percentage fee, the amount tendered herein is for tender purposes only and will be amended according to the application of the tender percentage fee vis-à-vis the actual cost of construction. Failure to carry this over to the Form of Offer and Acceptance **may render the tender non-responsive**.

1. Remuneration for value-based appointments will be calculated as percentage of the fee offer tendered multiplied by the value fee scale *vis-à-vis* the actual cost of work). The Employer reserves the right to reduce or increase the scope of works according to the budget or verification of actual work on site after assessments, or to terminate this contract, without payment of any penalty in this regard.
2. The percentage of the fee shall apply to each stage for services provided in stages.
3. In terms of time spent on travelling, as well as any other travel related expenses (such as travelling costs) these will be remunerated under disbursements with proof of expenses to be submitted to the employer. The first hour of travelling will not be claimable and travelling will be calculated from the base town indicated by the service provider and as approved with NECT. Base town must be within the respective province, not from Gauteng to Eastern Cape or travelling from another province to Eastern Cape. Travelling across Provinces will not be paid for, only travel within the province can be claimed.
4. It is expected that the consultant will take reasonable care in his pricing and would provide an accurately as possible estimate for his price that will be used for management of his appointment. The estimated project duration is expected to be **4 months** (Including the actual classroom training time, practical training sessions on sites and the report submission times).
5. The Service Provider will take reasonable care in his pricing for disbursements as they will be fixed for budget purposes and payment will be based on actual amounts to be agreed with NECT. NECT will reimburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated by the Service Provider. All disbursements not specified in the tender documentation must be pre-approved by the NECT or its appointed agent.
6. To minimise the cost of the project and effective management of resources, the bidder must consider the geographically location of the schools and utilise the bidders' office in the respective Provinces as the base travel point. The consultant is expected to submit his work plan arrangement and travelling plan to various sites per cluster for contract administration and monitoring (especially during the practical training sessions of the assignment).
7. Tenderers are to note the total number of clusters for all provinces indicated in the C2.2.2 Activity Schedule. the NECT reserves the right to allocate PSPs any number of clusters but the allocations will be subject to PSP's risk profiling.

**TENDER FOR SERVICE PROVIDERS TO RENDER BRICKLAYER TRAINING FOR  
150 UNEMPLOYED MATRICULANTS IN THE EASTERN CAPE PROVINCE**

**C3 Scope of Work**

**C.3.1. Programme Delivery Milestones**

The following are the delivery milestones for the programme:

Milestone	Activity	Duration	Deliverable
<b>Bricklayer Course Training</b>	Classroom Training	3 Weeks	Classroom training Attendance Registers
	Practical Training Deployment	3 Months	Practical Training Certificates
	Manage the Payment / disbursement of the Stipends to allocated Learners		Schedule of Monthly Learners Payments
	Close-Out Report	1 Week	Close-Out Report
	Final Reports	1 Week	Final Report

**C.3.2. Course Content**

The course content that the 150 unemployed Matriculants will be required to be trained on is summarised below:

Programme Name	Practical Programme Title	Admission Requirements	Notional Hours	Training Duration
Bricklayer Theory	Bricklaying, Blockwork and Masonry Theory, NQF Level 4, 12 Credits.	NQF Level 3 (Grade 11)	120	15 days
Bricklayer Practical	Lay different types of bricks using mortar to build superstructures and decorative structures, NQF Level 3, 30 Credits.	NQF Level 2 (Grade 10)	300	38 days

### **C3.3 Additional Project Information**

#### **C3.3.1 Location of the Project**

The projects are in the Eastern Cape Province in the various districts as indicated in the project list shown in C4: Site Information. Tenderers are to note that the schools are in rural areas.

#### **C3.3.2 Information available from Employer**

List of schools to be provided to the successful tenderer – for practical training placement.

#### **C3.3.3 Other Contracts on Site**

None.

#### **C3.3.4 Reporting Requirements and Approval Procedure**

Reporting to the NECT

#### **C3.3.5 Co-operation with other services providers**

It will be required of the Service Provider to co-operate with the officials from:

- Appointed SAFE / NECT Contractors; and
- Professional Service Providers (PSPs).

#### **C3.3.6 Other key role players**

- Eastern Cape Provincial Department of Education;
- Department of Basic Education;
- NECT Provincial Project Managers.

### **C3.4 Brief**

#### **C3.4.1 Target dates and times**

The Service Provider will adhere to the agreed timeframes in this RFQ and the subsequent service level agreements.

#### **C3.4.2 Reporting requirements**

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

**C3.4.3 Local content**

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

**C3.4.4 Design innovation**

Not Applicable.

**C3.4.5 Access to land/ buildings/sites**

Access to the land/buildings/sites shall be requested through the NECT Project Manager.

**C3.4.6 Software application for programming**

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer, where applicable.

<p><b>C4 Site Information – Clusters 1 to 3 (List and Location of Schools)</b></p>
--

The List of all the schools where the training Providers will facilitate the placement of Learners for practical training exposure will be made available to successful Training Providers. All Projects are in the Eastern Cape.