



## education

Department:  
Education  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho  
First Floor, East Wing,  
Private Bag X2044,  
Mmabatho 2735  
Tel.: (018) 388-3429/33  
e-mail: sgedu@nwpg.gov.za

### DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: EDU 07/22 NW

Dear Sir/Madam

#### INVITATION TO A BID

**BID NUMBER: EDU 07/22 NWDE: APPOINTMENT OF SERVICE PROVIDER(S) FOR TRAINING OF EARLY CHILDHOOD DEVELOPMENT NQF (NATIONAL QUALIFICATIONS FRAMEWORK) LEVEL 4**

You are hereby invited to bid for appointment of service provider(s) for training of early childhood development NQF (National Qualifications Framework) Level 4

1. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
3. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
4. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office**
- 4.1. The following information should be clearly marked on the same sealed envelope:  
"Tender No. : **EDU 07/22 NWDE**  
"Closing Date : **03 February 2023**  
"Closing Time : **11H00**
5. All enquiries pertaining specification can be directed to Ms K Makena @ **079 515 6282** during office hours only.
6. For details for obtaining the bid documents: **Ms. C Nkoliswa/ Ms T Keetile at the following Telephone number: (018) 388 3792/388 4091** during working hours.
7. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
8. This Bid Documents are ONLY available for download on **the North West Department of Education's Website**. ([www.desd.nwpg.gov.za](http://www.desd.nwpg.gov.za)) and on e-Tender Portal

#### CONDITIONS TO BID

***"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified.***

## **EVALUATION CRITERIA TO BE USED**

1.1. All bids will only be evaluated on **4 Stages** as indicated in the Specification Document of this invitation and

1.1.1. *Prequalification*

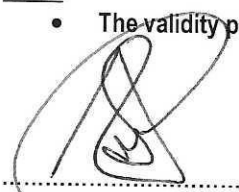
1.1.2. *Administrative Compliance*

1.1.3. *Functionality*

1.1.4. *80/20 Preference Point Systems*

### **NOTE:**

- The validity period is ninety (90) days and it is calculated as from the closing date of tenders.

  
.....  
Mr A. Suliman  
Acting Chief Financial Officer

12/12/2022  
.....  
Date

SBD 1  
INVITATION TO BID

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

BID NUMBER: **EDU 07/22NWDE**

CLOSING DATE:

03 February 2023.

CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF SERVICE PROVIDERS FOR TRAINING OF EARLY CHILDHOOD DEVELOPMENT  
NQF (NATIONAL QUALIFICATIONS FRAMEWORK) LEVEL 4**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

**The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open from 8:00 to 16:30 Monday to Friday

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS **MUST** BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ..... NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

|                          |     |                          |    |                          |
|--------------------------|-----|--------------------------|----|--------------------------|
| <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|--------------------------|-----|--------------------------|----|--------------------------|

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

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

A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

[IF YES ENCLOSE PROOF]

|                          |     |                          |    |                          |
|--------------------------|-----|--------------------------|----|--------------------------|
| <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|--------------------------|-----|--------------------------|----|--------------------------|

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE: .....TOTAL NUMBER OF ITEMS OFFERED: .....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**DOCUMENT ISSUES**

Ms. C Nkoliswa / Ms. T Keetile  
Tel: No. 018 388 3408/4091

**TECHNICAL ISSUES**

Ms K.Makena  
[kmakena@nwpg.gov.za](mailto:kmakena@nwpg.gov.za)

## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<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**

<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.

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<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

<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.

the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT

AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 7.1.1 If yes, indicate:

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1. ....
- 2. ....

.....  
 SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

.....



**education**

**Lefapha la Thuto la Bokone Bophirima  
Noord-Wes Departement van Onderwys  
North West Department of Education  
NORTH WEST PROVINCE**

## **SPECIFICATION DOCUMENT FOR**

# **REQUEST FOR BID: APPOINTMENT OF SERVICE PROVIDER(S) FOR TRAINING OF EARLY CHILDHOOD DEVELOPMENT NQF (NATIONAL QUALIFICATIONS FRAMEWORK) LEVEL 4 PRACTITIONERS**

|                   |                                                              |
|-------------------|--------------------------------------------------------------|
| TECHNICAL ENQUIRY | Ms K. Makena                                                 |
| EMAIL             | <a href="mailto:kmakena@nwpg.gov.za">kmakena@nwpg.gov.za</a> |
| ADDRESS           | North West, Mmabatho                                         |
| BID CLOSING DATE  | 03 February 2023                                             |
| BID CLOSING TIME  | 11H00                                                        |
| BID NO.           | EDU 07/22 NWDOE                                              |

## 1. PURPOSE

The North West Department of Education seeks to identify and secure prospective accredited service providers for the provision of Early Childhood Development training towards NQF Level 4 qualification for a contractual period of 18 months in ANY of the Districts in the North West Province.

## 2. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

- 2.1 The North West Department of Education is currently supporting the ECD initiatives within the province. However, it was noticed that there are community-based ECD centres where practitioners are employed without proper qualifications.
- 2.2 It is therefore the intention of the North West Department of Education to capacitate 200 practitioners who are currently attached to community-based ECD centres
- 2.3 This NQF Level 4 qualification (SAQA qualification ID:58761: Further Education and Training Certificate: Early Childhood Development) will enable practitioners to facilitate the all-round development of young children in a manner that is sensitive to culture and individual needs (including special needs), and enable them to provide quality early childhood development services for children in a variety of contexts, including community-based services in ECD centers.

## 3. LEGAL FRAMEWORK

- 3.1 The North West Department of Education's operations are based on the following legislative mandates derived from four broad areas, viz., education line function policies, financial policies, human resource policies and administrative / support functions policies.
- 3.2 The training of ECD practitioners should be preceded by quality assured training providers who meet the minimum set criterion. The terms of reference will be governed by the following regulatory frameworks;
  - National Qualifications Framework of 2008 as amended.
  - Sector Education and Training Authority (SETA)
  - South Africa Qualification Framework of 1995
  - Quality Council Regulations of 2008 as amended
  - Skills Development Act of 1998 as amended
  - National Integrated Early Childhood Development Policy 2015
  - National Development Plan 2030
  - Children's Act 38 of 2005

## 4. SCOPE OF WORK

- 4.1 The registered and accredited service providers by Education Training and Development Practices SETA (ETDP SETA) to facilitate, assess and moderate training of an ECD NQF Level 4 (58761) Early Childhood Development Qualification with minimum of 140 credits within 18 months contractual period (12 month's contact session). Service Providers are required to submit the work plan before the commencement of the training in agreement with the Department.
- 4.2 The Department has targeted 200 community based ECD practitioners across the province. Prospective bidders should select either Cluster A comprising of Bojanala District and Dr Kenneth Kaunda District **OR** Cluster B comprising of Ngaka Modiri Molema District and Dr Ruth Segmotsi Mompoti District. The training will be conducted across the province, being mindful of the geographical dynamics of the province. All 40 contact sessions per identified centres/learner training sessions are to assume during Saturdays and school holidays taking into cognizance the geographic proximity of learners for attending the sessions: Successful service providers will only be awarded one cluster

#### 4.3

##### CLUSTER A

| Bojanala District                                                                                                                                                     | No. of practitioners | No. of centres |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| Number of practitioners                                                                                                                                               | 60                   | 4              |
| <b>CENTRES SHOULD BE IN THESE AREAS:</b> <ul style="list-style-type: none"> <li>• Moretele</li> <li>• Brits</li> <li>• Rustenburg, and</li> <li>• Mogwase.</li> </ul> |                      |                |

| Dr Kenneth Kaunda District                                                                                                            | No. of practitioners | No. of centres |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| Number of practitioners                                                                                                               | 35                   | 2              |
| <b>CENTRES SHOULD BE IN THESE AREAS:</b> <ul style="list-style-type: none"> <li>• Potchefstroom, and</li> <li>• Klerksdorp</li> </ul> |                      |                |

OR

##### CLUSTER B

| Ngaka Modiri Molema District                                                                                                                                                  | No. of practitioners | No. of centres |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| Number of practitioners                                                                                                                                                       | 60                   | 4              |
| <b>CENTRES SHOULD BE IN THESE AREAS:</b> <ul style="list-style-type: none"> <li>• Mahikeng</li> <li>• Litchenburg</li> <li>• Zeerust , and</li> <li>• Delareyville</li> </ul> |                      |                |

| Dr Ruth Segomotsi Mompati District                                                                                                            | No. of practitioners | No. of centres |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| Number of practitioners                                                                                                                       | 45                   | 3              |
| <b>CENTRES SHOULD BE IN THESE AREAS:</b> <ul style="list-style-type: none"> <li>• Vryburg</li> <li>• Taung, and</li> <li>• Ganyesa</li> </ul> |                      |                |

4.4 The list of prospective practitioners is subject to verification process by the Department of Education and the appointed training providers.

4.5 Out of the 18 month's contractual timeframe, 3 months prior to the commencement of the contact sessions will be utilised for:

- Verification of learner's qualification
- Eligibility of the learners ( e.g. Employed in a center etc.)
- Learner registration
- Material development
- Learner orientation

4.6 The next 12 months will be utilised for the 40 contact sessions per centre /learner.

4.7 The last 3 months will be utilised for the following:

- Assessment related activities
- Certification related activities
- Graduation ceremony

## 5. DELIVERABLES

5.1 The appointed service providers will be expected to meet the following contractual deliverables:

5.1.1 To identify and procure centres for training according to the preferred clusters

5.1.2 Provide Education Training and Development Practices SETA (ETDP SETA) accredited training material to all learners.

5.1.3 To provide the department with copies of the accredited material to be used for training

5.1.4 Have a team of accredited assessors, moderators and facilitators who are able to communicate in English and Setswana as the province is predominately Setswana speaking.

5.1.5 Have administration Policies and Procedures

5.1.6 Reporting, Monitoring and Review Mechanisms.

5.1.7 Have excellent functioning management and governance structures in place.

5.1.8 Provide learner support to ensure learners attain the required number of credits within the required time frames (12 months).

5.1.9 Identify learners with special educational and training needs and develop mechanisms to address those.

5.1.10 Monitor and evaluate internal moderation processes. Consolidated monitoring report be available.

5.1.11 Ensure the external moderation of the assessment results and forward reports of such to Education, Training and Development Practitioner Quality Assurance (ETDQA)

5.1.12 Manage report requirements as per the SLA.

5.1.13 Have policies and mechanisms in place prior to the commencement of the training to ensure 100% (percentage) retention and successful completion of the qualifying learners

5.1.14 Ensure that PoEs are completed and submitted at the end of each component

5.1.15 Issue qualification certificates signed by ETDP SETA.

5.1.16 Provision for graduation ceremony at bidders cost.

5.2 **The training providers must have the required Human Resource Capacity in the following areas:**

5.2.1 Accredited and registered Facilitators, Assessors and Moderators

5.2.2 Project Management Skills

5.2.3 Established management and governance structures should be in place.

5.2.4 Established criteria for the recruitment processes and a list of appointed personnel must be available to the Department.

**NB: No changes will be accepted without the prior written consent from the Department throughout the Execution of the project.**

5.3 **Established Quality Management System comprising the following:**

5.3.1 IT System (ability to upload to the INDICIUM)

5.3.2 Automated electronic system for payment of stipends

5.3.3 Administration Policies and Procedures

5.3.4 Assessment Policies

5.3.5 Record Keeping Mechanisms

5.3.6 Reporting, Monitoring and Review Mechanisms.

5.4 **The Training Providers must adequately equip the learners with the following resources:**

5.4.1 Resource packs (basic stationery i.e. glue, pencil, ball point pen, ruler, marking pen, colour pencils, scissor, exam pad)

- 5.4.2 Course packs must use arch lever files (Fundamentals, Elective and Core)
- 5.4.3 Provide training centres - Provide capacity for a maximum class size of 20 learners per class

**NB: No changes will be accepted without the prior written consent from the Department through the execution of the project.**

## **5.5 ADMINISTRATION OF THE LEARNERSHIP**

The providers must:

- 5.5.1 Be signatory to the Learnership Agreement
- 5.5.2 Upload Learners for registration and learner achievements to the ETDP SETA system(INDICIUM)
- 5.5.3 Establish and maintain the learner data and avail to the Department.
- 5.5.4 Comply with training providers duties as per learnership agreement.
- 5.5.5 Monitor learner progress, resolve problems related to learning challenges.
- 5.5.6 Submit signed quarterly reports and a final report, including challenges and recommendations to the Department.
- 5.5.7 Conduct the induction programmes for learners and employees.
- 5.5.8 Ensure full completion of daily attendance registers for the payment of the monthly learner stipends.
- 5.5.9 Ensure verification of learner attendance on a monthly basis and report monthly to the department.

## **5.6 PLANNING AND SUPPORT**

- 5.6.1 Develop the implementation plan with time frames for the structured learning and workplace monitoring.
- 5.6.2 Organise monthly meetings with the department and incur all the related expenses.
- 5.6.3 Attend stakeholder meetings as per invitation by the Department where necessary.

## **5.7 PAYMENT OF MONTHLY STIPENDS**

- 5.7.1 Bidders are required to ensure successful payment of stipends on a monthly basis for the contact session period of the training.
- 5.7.2 Bidders are only to process payment of stipend for learners that have at least 80% attendance in class, subjected to a valid reason. This is to be administered on a monthly basis.
- 5.7.3 Bidders will be required to provide evidence of learner attendance and proof of stipend payment (monthly payment schedule), in order for department to honour invoice for payment.
- 5.7.4 A monthly stipend of two thousand and two hundred rand (R2 200.00) must be paid on a monthly basis for the contact session period of the training. However, unpaid stipend due to learner exiting the training, will be adjusted during the final tranche payment.

## **5.8 DEPARTMENTAL OBLIGATION**

- 5.8.1 Provision of a list of prospective practitioners to the service providers, including reserved candidates
- 5.8.2 Attend monthly meetings to evaluate the progress.
- 5.8.3 Oversee the weekly monitoring of facilitation as per schedule.
- 5.8.4 Oversee the recruitment of practitioners, facilitators, assessors and moderators
- 5.8.5 Oversee the monthly payment schedule for stipend on a MONTHLY basis
- 5.8.6 Tranche payments. A billable service would be signed by the Department of Education and the training providers.
- 5.8.9 **Payments will be paid for services rendered for every month and stipends will be paid fifteen days prior actual day for the payment of learners.**

## 6. EVALUATION CRITERIA

- I. Stage 1: Prequalification Criteria
- II. Stage 2: Administration compliance
- III. Stage 3: Functionality criterion
- IV. Stage 4: Price (80 points) and Preferential Points (20 points)

### 6.1 STAGE 1 - PREQUALIFICATION CRITERIA

**Only the following prospective bidders may respond:**

- 6.1.1 A tenderer having a stipulated minimum B-BBEE status level 1 of contribution and QSE Status

### 6.2 STAGE 2 - ADMINISTRATION COMPLIANCE

- 6.2.1 Administrative evaluation will be carried out on all the bids in terms of the following criteria:

- 6.2.1.1 Submission of a Price Schedule in South African Rand form. The prices must be inclusive of administrative cost, training material, contact sessions, Certification, transport, Accommodation and graduation of Practitioners.- **Compulsory**
- 6.2.1.2 Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4 and SBD 6.1 (SBD 6.1 is required for claiming of BBBEE points) - **Non-compulsory**
- 6.2.1.3 Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 6.2.1.4 Combined BBBEE original certificate /certified copy or sworn affidavit
- 6.2.1.5 Signed memorandum of agreement by all parties in case of Joint Venture
- 6.2.1.6 Full CSD Report **not older than 30days from the closure of this bid.**
- 6.2.1.7 The Department will, from the Full CSD Report, verify the following details:
  - 6.2.1.7.1 Bank verification successful
  - 6.2.1.7.2 Non-government employee directors
  - 6.2.1.7.3 TAX complaint
  - 6.2.1.7.4 QSE Status
- 6.2.1.8 All Certified Copies must not be older than 3 months to the closing date of the Bid. Any bidder who does not comply with any of the above-mentioned criteria, unless stated as non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.

**Any bidder who does not comply with any of the above-mentioned criteria, unless stated and non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.**

### 6.3 STAGE 3 – FUNCTIONALITY

#### 6.3.1 Minimum threshold of 70% to qualify in this phase

| Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Scores                                                                                                                                                     |   | Weight |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------|
| <b>Experience of the company.</b><br><br>Bidders are required to submit evidence of ETDP SETA accredited training of SAQA qualification ID:58761 through the submission of the following; <ul style="list-style-type: none"><li>Appointment letter by client,</li><li>Purchase Order</li><li>ETDP Seta completion letter indicating the successful completion of the training programme.</li><li>Reference letter from the client on the Client's Letterhead</li></ul> | More than 5 years                                                                                                                                          | 5 | 25     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4 years of experience                                                                                                                                      | 4 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3 years of experience                                                                                                                                      | 3 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2 years of experience                                                                                                                                      | 2 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 year of experience                                                                                                                                       | 1 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No submission                                                                                                                                              | 0 |        |
| Number of learners trained in one programme                                                                                                                                                                                                                                                                                                                                                                                                                            | 300 or more                                                                                                                                                | 3 | 25     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Less than 300 learners but more than 200                                                                                                                   | 2 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Less than 200 learners but more than 150                                                                                                                   | 1 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No evidence attached                                                                                                                                       | 0 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Or<br>Below 150 learners                                                                                                                                   |   |        |
| <b>Proof of Stipend Management</b><br><br>Bidders are required to provide a testimonial letter from their respective client(s) confirming that they have administrated learner stipend payments previously. <ul style="list-style-type: none"><li>The letter must be signed off by Head of Institution.</li><li>Letter must include project details.</li></ul>                                                                                                         | Letter attached with: <ul style="list-style-type: none"><li>HOD signature</li><li>Project details</li><li>Date</li><li>Contact details of client</li></ul> | 1 | 20     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No letter attached                                                                                                                                         | 0 |        |

| Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Scores                                                                                                                                                                                                                                                       |   | Weight     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|
| <p>Bidders are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration by providing ANY of the following:</p> <p>(1) Bank Guaranteed Letter <b>OR</b><br/>                     (2) Guarantee Letter from any FSP Registered Organization <b>OR</b><br/>                     Company's Bank statement on an official bank document or form not older than 1 month from the closure of this bid.<br/>                     (The closing Balance should reflect the available amount at the end of the month statement/ letter)</p> <p><b>N.B All evidence stated above must not be older than one month from closing date of this bit.</b></p> | <p>The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R2000 000.00 or more<br/>                     Bidders will only be awarded points if all of the above is complied with.</p>           | 2 | 30         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R1500 000.00 or more but less than R 2000 000.00</p> <p>Bidders will only be awarded points if all of the above is complied with.</p> | 1 |            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>The bidder DID NOT provide any Financial Capacity Evidence and less than R1500 000.00</p>                                                                                                                                                                 | 0 |            |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                              |   | <b>100</b> |

#### 6.4 STAGE 4 - PRICE (80 POINTS)

| Item No. | Description                                                                                                                                                                                                                                                                                                                    | Quantity | Unit Cost                  | Amount |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------|--------|
| 1.       | Facilitation Fee (identified centres per cluster x 40 contact session )                                                                                                                                                                                                                                                        |          |                            |        |
| 2.       | Training Material(Learner & Assessment Guide plus Facilitator Guides)                                                                                                                                                                                                                                                          | 213      |                            |        |
| 3.       | Printing & stationery                                                                                                                                                                                                                                                                                                          | 200      |                            |        |
| 4.       | Assessment of PoE                                                                                                                                                                                                                                                                                                              | 200      |                            |        |
| 5.       | Work place Assessment                                                                                                                                                                                                                                                                                                          | 200      |                            |        |
| 6.       | Moderation of POE                                                                                                                                                                                                                                                                                                              | 30%      |                            |        |
| 7.       | Venue Hire for Contact Sessions (identified centres per cluster x 40 contact session)                                                                                                                                                                                                                                          |          |                            |        |
| 8.       | Catering & Venue for meetings <ul style="list-style-type: none"> <li>• 1X orientation (per district)</li> <li>• Facilitator meetings and verification (approx. 14 meetings of 20 people)</li> <li>• There would be 18 monthly Departmental meetings of comprising of 8 officials from the Departments of Education.</li> </ul> |          |                            |        |
| 9.       | Certification, uploading ETDP SETA system(on Indicum) and Graduation ceremony                                                                                                                                                                                                                                                  | 200      |                            |        |
| 10.      | Accommodation and monitoring(Training Providers staff)                                                                                                                                                                                                                                                                         |          |                            |        |
|          |                                                                                                                                                                                                                                                                                                                                |          | <b>SUBTOTAL</b>            |        |
| 11.      | Administration cost for the payment of stipend of R2200 to 200 learners for 12 months                                                                                                                                                                                                                                          |          |                            |        |
|          |                                                                                                                                                                                                                                                                                                                                |          | <b>TOTAL EXCLUDING VAT</b> |        |
|          |                                                                                                                                                                                                                                                                                                                                |          | <b>VAT (@ 15%)</b>         |        |
|          |                                                                                                                                                                                                                                                                                                                                |          | <b>TOTAL</b>               |        |

**NB:** The Bid will be evaluated on total price excluding VAT, however the award will be made on total Price including VAT where applicable.

#### 6.5 Preferential Points (20 Points)

The maximum points for this bid are allocated as follows:

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

NB: Bidders will not be allocated BBEE points if SBD (standard Bid Document) 6.1 is not correctly and fully completed

The maximum points for this bid are allocated as follows:

- 80/20 preference point system for acquisition of goods, works or services with a Rand value of up to R50 million inclusive of all applicable taxes
- Bidder must submit proof of its B-BBEE status level of contributor
- A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but
  - (a) May only score points out of 80 for price; and
  - (b) Scores 0 points out of 20 for B-BBEE

NB: A contract may, on reasonable and justifiable grounds, be awarded to a bidder(s) that did not score the highest points [Ref: PPPFA].

#### 6.5.1 PREFERENTIAL POINTS (20 POINTS)

**6.5.1.1** Preferential Points in terms of Section 9 (1) of the Broad- Based Black Economic Empowerment Act the B-BBEE status Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in Accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 16                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| Non-compliant contributor          | 0                               |

Table 1

#### 6.5.2 ADJUDICATION USING A POINT SYSTEM

- 6.5.2.1** The bidder obtaining the highest number of total points will be awarded the contract.
- 6.5.2.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 6.5.2.3** Points scored must be rounded off to the nearest 2 decimal places.

- 6.5.2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 6.5.2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 6.5.2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.

**NB: THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD THE HIGHEST POINTS SCORING BIDDER, HOW EVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDE) AND REPORTED TO TREASURY IN SUCH AN EVENT.**

## **6.6 PROCEDURES FOR SUBMISSION OF BID DOCUMENTS**

- 6.6.1 The Bid Box will be open from 8:00 to 16:30 Monday to Friday.
- 6.6.2 It is the responsibility of the service providers to ensure that their bid documents are in the Bid Box by deadline
- 6.6.3 The bid box is situated at Department of Education, The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.
- 6.6.4 NWED will only consider bid documents that are in the Bid Box on the date and time set out in the clause above
- 6.6.5 Under no circumstances will late bids be considered
- 6.6.6 Submissions must be deposited into the Bid Box Bid Number clearly marked as advertised
- 6.6.7 Bid Documents must be bound that no parts can be easily removed.

## **6.7 PROJECT TIMEFRAME**

The implementation of the project should be within 30 days after the acceptance of award and conform to the project timelines. The project will be subject to review based on performance.

## **6.8 SPECIAL CONDITIONS OF CONTRACT**

- 6.8.1 Bidder's submitted evidence will be tested for authenticity and any misrepresentation will render bid non-responsive.
- 6.8.2 The bid will be subject to additional objective criterions to measure risk.
- 6.8.3 The Bid will be evaluated on total price excluding VAT, however the award will be made on total Price including VAT, where applicable.
- 6.8.4 Bidders will not be allocated BBBEE points if SBD (standard Bid Document) 6.1 is not correctly and fully completed.

ANNEXURE A



**education**

**Lefapha la Thuto la Bokone Bophirima  
Noord-Wes Departement van Onderwys  
North West Department of Education  
NORTH WEST PROVINCE**

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

## NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. Definitions
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

## 7. Performance security

arising from use of the goods or any part thereof by the purchaser.

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual

- for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

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

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

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

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

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

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

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

## **28. Limitation of liability**

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 29. Governing language**
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)