the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

The Manager

……

……

……

……

Sir/Madam

SERVICE: BID dtic 05/26-27: TO INVITE PROPOSALS FOR THE APPOINTMENT OF A UNIVERSITY OR AN ACCREDITED SERVICE PROVIDER TO DESIGN, DEVELOP AND DELIVER AN EXECUTIVE DEVELOPMENT TRAINING PROGRAMME FOR SIXTY (60) SMS OFFICIALS OF the dtic.

the dtic requires services as described by the attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- The conditions contained in the attached documents apply.

- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with contact details, the tender number and closing date indicated on the envelope**. If the two-envelope system is required in the Terms of Reference/Specification, the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.

- ***Tenders submitted by mail must be sent via registered mail. The tender must still reach this office before closing date and time. Failure to do so will invalidate the bid.***

- The closing date of the tender will be **11h00 on 25 September 2026** and will be valid for a period of **120 days** after closing date (up to and including 23 January 2027).

- **All communication regarding this tender must be done in writing**.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract as well as terms of reference/specification.

It will be expected of the successful bidder to sign a Service Level Agreement at this office as soon as possible, after being notified of the acceptance of his/her tender.

NB: BIDS NOT SUBMITTED ON THE DUE DATE AND TIME IN THE BID BOX OF the dtic AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID OFFICE: **the dtic**

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

POPIA CONSENT FORM

The Bidder and the proposed team/ individuals proposed by the Bidding entity to perform work in line with the requirements stipulated in this tender document, hereby give their consent to **the dtic** and its Officials involved in the evaluation / recommendation / award / drafting of SLA / verification of submissions and advertising of results of bid in line with National Treasury Instructions, to process our personal information for all purposes related to this tender process and possible subsequent contract, in accordance with the provisions of the Protection of Personal Information Act.

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

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE: **TENDER NO: dtic 05/26-27**

CLOSING TIME: 11:00 **CLOSING DATE: 25 SEPTEMBER 2026**

TO INVITE PROPOSALS FOR THE APPOINTMENT OF A UNIVERSITY OR AN ACCREDITED SERVICE PROVIDER TO DESIGN, DEVELOP AND DELIVER AN EXECUTIVE DEVELOPMENT TRAINING PROGRAMME FOR SIXTY (60) SMS OFFICIALS OF the dtic.

The SBD 1, SBD 3.3, SBD 4, and SBD 6.1 FORMS MUST BE COMPLETED AND SIGNED IN THE ORIGINAL THAT IS IN INK – PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES MAY INVALIDATE YOUR BID.

BID DOCUMENTS MUST BE POSTED TO:

The Department of Trade, Industry and Competition

Private Bag x 84

PRETORIA

0001

FOR ATTENTION: YVETTE CRONJE

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:
THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX IDENTIFIED AS "the dtic BID BOX" (PLEASE SEE BELOW PICTURE) OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION. @ 77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS) SUNNYSIDE, PRETORIA

PLEASE SEE PICTURE OF ENTRANCE >

PLEASE SEE PICTURE OF BID BOX AND ENSURE SUBMISSION TO THE CORRECT BOX

SUBMIT ALL BIDS ON THE ORIGINAL FORMS - DO NOT RETYPE.

BIDS SUBMITTED ELECTRONICALLY VIA EMAIL OR ANY OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION.

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TO THE CORRECT ADDRESS AND PLACED IN THE BID BOX OF the dtic. IF THE BID IS LATE / NOT PLACED IN THE BID BOX OF the dtic ON CLOSING DATE AND TIME IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

CHECKLIST FOR BIDDERS

Please indicate "**Yes" / "No**" adjacent to each column. This is to ensure that bidders complete, sign and submit all the required documentation.

BID REQUIREMENT	YES / NO
Are you registered on the Central Supplier Database of National Treasury? **Non-compliance will lead to automatic disqualification.**	
Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD. **Bidder's whose tax matters are not declared to be in order will be disqualified**. **Are your tax matters in order?**	
Did you complete and sign the **POPIA** Consent form?	
Did you complete and sign the **SBD 1** form?	
Did you complete the **SBD 3.3** pricing schedule in full? **Failure to complete this document in full, and as per the stipulated requirements, may lead to the disqualification of a proposal due to the necessity of having comparative prices**.	
Two-envelope / file format will apply. Did you submit your financial proposal (SBD3.3) in a separate envelope / file, and did you ensure that there is NO financial information in your functional proposal? **Non-compliance with the two envelope / file requirement will lead to automatic disqualification**	
Did you complete and sign the **SBD 4** form?	
Did you complete and sign the **SBD 6.1** form with required proof to substantiate any claims for preferential procurement goals? **No points will be allocated if claims, certificates / affidavits / proof to substantiate claims are not in line with the prescripts to validate a claim.**	

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE INDUSTRY AND COMPETITION (the dtic)					
BID NUMBER:	**dtic 05/26-27**	CLOSING DATE:	**25 SEPTEMBER 2026**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**BID dtic 05/26-27: TO INVITE PROPOSALS FOR THE APPOINTMENT OF A UNIVERSITY OR AN ACCREDITED SERVICE PROVIDER TO DESIGN, DEVELOP AND DELIVER AN EXECUTIVE DEVELOPMENT TRAINING PROGRAMME FOR SIXTY (60) SMS OFFICIALS OF the dtic.**				

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

THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic)
77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS), SUNNYSIDE, PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms Yvette Cronje	CONTACT PERSON	Mr Teaman Nghunyule
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	YCronje@thedtic.gov.za	E-MAIL ADDRESS	TNghunyule@thedtic.gov.za

SUPPLIER INFORMATION

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

NAME AND SURNAME: ……

DATE: ……

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

TABLE OF CLAUSES

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8. Inspections, tests and analysis
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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 anything 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

2.3 Where such special conditions of contract are in conflict with these

general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any

extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

website.

24. Anti-dumping and countervailing duties and rights

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

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive

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,

practices

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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: …… BID NO. **dtic 05/26-27**

CLOSING TIME **11:00** CLOSING DATE: **25 SEPTEMBER 2026**

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

NB! FINANCIAL INFORMATION **MUST** ONLY BE SUBMITTED IN THE FINANCIAL PROPOSAL ENVELOPE / FILE, FAILURE TO COMPLY HEREWITH WILL LEAD TO **AUTOMATIC DISQUALIFICATION**.

TO INVITE PROPOSALS FOR THE APPOINTMENT OF A UNIVERSITY OR AN ACCREDITED SERVICE PROVIDER TO DESIGN, DEVELOP AND DELIVER AN EXECUTIVE DEVELOPMENT TRAINING PROGRAMME FOR SIXTY (60) SMS OFFICIALS OF the dtic.

*The bid price must be an all-inclusive price that represents the total cost of the project which will be payable by **the dtic** to the appointed university or accredited service provider upon satisfactory work delivery in accordance with an agreed payment schedule which will be linked to set deliverables.

TOTAL PRICE FOR 3 YEAR PERIOD

1. The bid price must be quoted in RSA currency and include VAT. R _____.
2. **THE BID PRICE MUST BE FIXED**. Non-compliance with the fixed price requirement will lead to automatic disqualification of a bid.
3. The **total fixed bid price** will be used for price evaluation / comparison purposes in line with the 80/20 principle.
4. Period required for commencement with project after acceptance of bid: _____
5. Is the price quoted **FIXED** for the full period of the contract? **YES / NO (delete the one that is not applicable).**

ADDITIONAL OPTIONAL – DETERMINED BY ToR:

6. In instances where travel and accommodation forms part of a terms of reference requirement and approved by the relevant delegated Official of **the dtic**, then the following rules will apply:

6.1 Air Travel will be restricted to Economy Class.

6.2 Claims for kilometers may not exceed the rates approved by the Automobile Association of South Africa / the monthly rates published by the Department of Transport.

6.3 Accommodation costs will be limited to a maximum of R1 530 per person per day.

6.4 Parking expenses will **not** be for **the dtic's** account.

6.5 Travelling costs and time spent or incurred between the home and office of the consultants, including their staff and **the dtic** head office will not be for the account of **the dtic**.

6.6 Travel and accommodation requirements must be pre-approved by the relevant Chief Director of **the dtic**.

The mere fact that travel and accommodation is mentioned does not automatically make it form part of the terms of reference. The relevant Branch will determine whether this forms part of the specified requirement.

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. *Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)

The specific goals allocated points in terms of this tender	Number of points allocated per goal (80/20 system) (dtic MUST complete)	Do you wish to claim points for this goal: Indicate YES or NO (Bidder MUST complete)	Please indicate the number of points you claim per goal. (80/20 system) (Bidder MUST complete)
BEE Compliance: Based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	**10**		
Local Procurement: The stimulation of the local economy by procuring from enterprises located within the borders of South Africa (All Provinces are therefore included)	**6**		
HDI: Black People/Women/Disabled People	**2**		
SMME's: The promotion of small businesses as defined in the National Small Business Act, 1963 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).	**2**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

The following proof to substantiate preferential claims is required and MUST be submitted together with your bid proposal:

4.6 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53of 2003 as amended by Act 46 of 2013): A Valid Certified B-BBEE certificate **OR** Valid Certified CIPC B-BBEE certificate **OR** Valid Certified Sworn Affidavit.

4.7 For claims based on Local Procurement (Provincial): Proof of address (municipal rates account **OR** bank statements **OR** lease agreement **OR** certified affidavit **OR** CSD report).

4.8 For claims based on HDI (Race, Women or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and for claims based on disability a letter from a specialist / doctor certifying disability must be submitted to substantiate claims based on disability.

4.9 For claims based on Small Medium Micro Enterprises (SMME's): SARS return indicating annual turnover **OR** Certified Sworn Affidavit indicating annual turnover.

4.10 **Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, may be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated**.

4.11 Bidders that choose to claim preference points must do so by completing the SBD 6.1 and provide the necessary proof to substantiate the claim(s) at the time of submitting the bid proposal in the functional proposal envelope. **It is the responsibility of the bidder to attach the relevant proof for each goal claimed to the SBD 6.1 form. FAILURE TO DO SO MAY RESULT IN NO POINTS ALLOCATED FOR PREFERENTIAL GOALS**.

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

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

THE TERMS OF REFERENCE

*To invite proposals for the appointment of a university or an accredited Service Provider to design, develop and deliver an Executive Development Training Programme for sixty (60) SMS officials of **the dtic***

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Signed By:STANFORD LIVHUHANI MUKHI
Signing Date:2026-07-13 14:14:13 +02:00
Reason:Witnessing STANFORD LIVHUHAN

Signed By:Shanaaz Ebrahim
Signing Date:2026-07-13 14:25:25 +02:00
Reason:Witnessing Shanaaz Ebrahim

Signed By:Lynette Denise Smillie
Signing Date:2026-07-13 14:28:02 +02:00
Reason:Witnessing Lynette Denise Smillie

Signed By:Mavis Mabina
Signing Date:2026-07-13 14:33:53 +02:00
Reason:Witnessing Mavis Mabina

AO TN SCM SE LD 1 MM

REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites Universities and accredited Service Providers to submit proposals for the delivery of an Executive Development Programme (EDP) to sixty (60) Senior Managers (SMS) of **the dtic**.

1. PURPOSE

1.1 This document details the requirements for the delivery of the Executive Development Programme (EDP) Training to sixty (60) Senior Managers (SMS) of **the dtic** over a three (3) year period. The programme will need to be customised to **the dtic** specific needs.

2. BACKGROUND

2.1 The core business of **the dtic** is to promote industrialisation and transformation in South Africa to create a competitive and inclusive economy, address unemployment, and reduce poverty. It does this by designing and implementing policies and programmes that stimulate sectors, promote investment and trade, increase global competitiveness, and support job creation, with a particular focus on manufacturing and small and medium enterprises (SMEs).

2.2 The Executive Development Programme (EDP) is to equip senior managers of **the dtic** with current best practices in strategic leadership and organisational transformation, to strengthen the ability to lead complex projects and drive institutional growth, and to foster interdepartmental collaboration and shared leadership values.

2.3 This programme is strategically designed to enhance executive leadership capabilities, improve decision-making competencies, and foster a deeper understanding of organisational strategy among senior management. Participation in this initiative aligns with our ongoing commitment to strengthening leadership capacity and driving high-level performance across the department.

3. OBJECTIVES

3.1 The purpose of the EDP training programme is to conduct training to sixty (60) of **the dtic** SMS employees over a three (3) year period. The training aims to achieve the following objectives:

- Improve Competence and Performance.
- Strategic Decision-Making.
- Leadership Development.
- Public Service Context.
- Skills Gap Closure.
- Alignment with Competency Frameworks.
- Networking and Collaboration.
- Ethical Leadership.
- Continuous Learning.
- Application of Competence.

4. MANDATORY REQUIREMENTS

4.1 Proposals must include the following information:

Proof of registration of the accredited service provider with an appropriate SETA or accreditation body (attach proof of registration with the relevant body) or;

4.2 For Higher Education institutions, confirmation that the programme is recommended and approved by the Council on Higher Education (CHE), University Senate or relevant body.

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENT WILL AUTOMATICALLY INVALIDATE THE PROPOSAL.

5. PROPOSAL REQUIREMENTS

5.1 Proposals must include the following:

5.1.1 Executive summary;
5.1.2 Training content;
5.1.3 Project implementation plan;
5.1.4 Experience of the university or accredited service provider;
5.1.5 Experience of the project leader/manager, facilitators, CV, profile and relevant qualification(s);
5.1.6 Evidence (Reference letters) in delivering Executive Development Programme Training;

6. TRAINING CONTENT AND PROJECT IMPLEMENTATION PLAN

6.1 The twelve (12) months training course must, as a minimum, address the following content areas:

The training will be delivered to SMS officials of **the dtic**. The training outlines serve as a standard to prospective bidders. The successful university or accredited service provider must adhere to the following.

6.1.1 Intervention

Name of course	Executive Development Programme
Proposed duration of course per delegate	Up to 12 months
Delegates per session	20 Officials attending per annum.

Training Modules

Module 1: Self-Mastery- Emotional Intelligence
Module 2: Organisational Perfomance Management
Module 3:Strategic Capability and Leadership Networking and Collaboration Opportunities
Module 4: Organisational Evaluation and Feedback
Module 5 : Public Policy and Problem Solving
Module 6: Programme, Project Management and Evaluation.
Module 7: Public Finance Management
Module 8: Human Resource Management

Module 9: Mentoring and Coaching
Module 10: Inclusive leadership and Change Management and Innovation
Module 11: Global and Cultural Competence
Moduel 12: Cross functional teams in terms of group dynamics.

6.2 Training methodology and certification of learners

The following proposed training methodology is to be used by the university or accredited service provider:

6.2.1 Diagnostic assessments – identify the learners' current knowledge on the subject, their skills set and capabilities, and clarify misconceptions, before learning takes place. Example: Kirkpatrick 4 levels of evaluation.

6.2.2 Formative assessments - provide ongoing feedback to learners during instruction while learning is taking place. Examples to include in-class activities such as syndicate assignments, presentations and observations.

6.2.3 Summative assessments – takes place after the learning has been completed and provides information and feedback that sums up the teaching and learning process. Example is Portfolio of Evidence (PoE)

6.2.4 Certification of Competence.

6.3 Project implementation plan

6.3.1 The university or accredited service provider must submit a detailed project implementation plan detailing the tasks, activities and target dates for the work to be undertaken with clear responsibilities.

7. SCOPE OF WORK

The university or accredited service provider will be required to carry out the following:

7.1 Development of all assessment tools (diagnostic; formative and summative assessments), if not yet in place;
7.2 Customisation of the training manual and the evaluation questionnaire in accordance with **the dtic** requirements;
7.3 Development of a detailed implementation plan before the signing of the Service Level Agreement (SLA);
7.4 Presenting the training course to **the dtic** HRD during a consultation session;
7.5 Provision of training manuals, assessments, stationary for participants and laptop for the facilitator for the full duration of the training course;
7.6 Delivery of three (3) programmes over a three (3) year period of the Executive Development Programme training to sixty (60) senior managers of **the dtic**;
7.7 Compile and submit an evaluation report in the required format three (3) weeks after the training delivery to **the dtic** which will have the following format;
   a. Cover Page and Title
   b. Executive Summary
   c. Introduction
      i. Overview of project and its goal
      ii. Key stakeholders and targeted audiences
      iii. Program Logic
   d. Evaluation Framework
      i. Purpose of the evaluation

ii. Key evaluation questions
iii. Evaluation team
iv. Evaluation method (including limitations)

e. Evaluation findings (Customisation of the evaluation questionnaire in accordance with **the dtic** standards)
f. Conclusion and Recommendations
g. References
h. Certification of participants

7.8 Provision of an extra training manual to HRD for record keeping and for future reference; and

7.9 Provision of certificates of competence.

8. DELIVERABLES

8.1 The project activities by the university or accredited service provider will include the following milestones to be delivered over a three (3) year period**:**

8.1.1 Develop project implementation plan
8.1.2 Customisation of the learning content
8.1.3 Briefing session
8.1.4 Training delivery and;
8.1.5 Training Evaluation report on the HRD.
8.1.6 Certification of trained employees

8.2 **the dtic** will be responsible for the following logistical arrangements:

8.2.1 Co-ordinate participation for the programme;
8.2.2 Provision of the training venue;
8.2.3 Pre-training briefing session;
8.2.4 Provide the evaluation report format/ template to the appointed university or accredited service provider;
8.2.5 Effect payment for services rendered in accordance with **the dtic** terms of reference within 30 days after training delivery and receipt of the evaluation report.

9. THE BENEFICIARY GROUP (DELEGATES / LEARNERS)

9.1 The beneficiary group will consist of the following employees:

- The Director-General and Deputy Director-Generals
- Chief Directors
- Directors

10. QUALIFICATIONS, EXPERIENCE AND EXPERTISE

10.1 The bidder must provide a project manager / leader, who will quality assure the work of the facilitators for this project and must comply with the following requirements:

10.1.1 The Project Manager / Leader should be in possession of a:

Minimum qualification: A postgraduate qualification at NQF level 8 in Public Administration/Business Development / Leadership Development/ Human Resource Management / Communications / Public Relations. Foreign qualifications must be accompanied by a SAQA evaluation report.

Advantage: Having an MBL, MBA, PHD and Specialised certifications in training, leadership, strategy, finance, or relevant domain will be an added advantage.

10.1.2 The Facilitators should be in possession of a:

Minimum qualification: A postgraduate qualification at NQF level 8 in Public Administration/Business Development / Leadership Development/ Human Resource Management / Communications / Public Relations. Foreign qualifications must be accompanied by a SAQA evaluation report.

Advantage: Having an MBL, MBA, PHD and Specialised certifications in leadership, strategy, finance, or relevant domain will be an added advantage.

10.1.3 The project facilitators and project manager/leader must each have demonstrated experience of at least **five (5) years** in the delivery and management of the Executive Development Programme for executive management and government Leadership space. The facilitators and project manager/leader should have the following skills:

i. Presentation / Facilitation
ii. Customer Care
iii. Project Management
iv. People Management.

10.1.4 Bidders must submit comprehensive CV's of all proposed project manager/leader and facilitators in the following format: **1st Column**: Name and ID number of the proposed project manager/leader/facilitators; **2nd column**: Relevant qualification(s) and courses successfully completed; **3rd column**: number of years' relevant experience indicated in numerical format; **4th column**: Projects and references to prove relevant experience and knowledge in field of expertise (as indicated in below table).

Name and Surname number of proposed project manager/ leader and facilitators	Relevant qualification(s) and courses successfully completed	Number of years' relevant experience in numerical format	Projects and references to prove relevant experience and knowledge in field of expertise

10.2 BIDDING COMPANY

10.2.1 The bidding company must have a minimum of **five (5) years**' experience in the successful delivery of the Executive Development Programme.

10.2.2 The bidding company must/ submit a minimum of 3 reference letters from former clients to prove successful delivery of similar training courses provided. These reference letters should include the following details: (1) the type of project; (2) the period of the project (start and end date); and (3) scope of the work.

10.3 The bidding company must have the following competencies in its organisation:
a. Outcome-based learning design and development skills

b. Learning programme and learner assessment skills
c. Project management skills
d. Training management skills
e. Management and Executive development skills
f. Leadership skills

NB: **the dtic** reserves the right to vet all documentation and information provided by bidders to prove their relevant experience and ability to perform the service.

11. DUE DILIGENCE

11.1 The bidder must have current technical and logistical capacity to perform the work required. To prove this, the bidder must provide details of facilities, resources and capacity.

12. SPECIAL CONDITIONS OF BID

12.1 A Service Level Agreement must be signed with the successful bidder before work commences. A contractual relationship will only commence once a Service Level Agreement is signed between the parties.

12.2 Proposed key staff must participate actively and be available to perform services in accordance with the contract. In instances where a proposed key staff member is not available to perform services at a specific period, the bidder will be responsible to provide a replacement with similar qualifications and experience to guarantee the same standard of work to **the dtic**. Each key team member's role must be clearly outlined in the project plan.

12.3 A project plan detailing the tasks, activities and target dates for the work to be undertaken should be submitted to **the dtic** within 10 working days after appointment of the successful university or accredited Service Provider. Each key team member's role must be clearly outlined in the project plan;

12.4 As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of the university or accredited Service Provider;

12.5 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.

12.6 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

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12.7 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.

12.8 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

12.9 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

12.10 The Bid Office Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

12.11 All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.

12.12 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory for bidders to be considered for bids.

12.13 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.

12.14 Bidders whose tax matters are not declared to be in order will be disqualified.

12.15 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.

12.16 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).

12.17 The points scored for functionality, price and preferential procurement points will be rounded off to the nearest 2 decimals.

12.18 In cases where the tenderer uses sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender to ensure that the bidder's tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.

12.19 In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and preferential procurement points).

12.20 Bidders take note that the award of the tender may be subject to price negotiation with the preferred bidder.

12.21 This bid is subject to the PPPFA and its Regulations and ***the dtic***'s SCM Policy.

12.22 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

12.23 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12.24 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. **As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid**.

the dtic reserves the right:

12.25 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)**.**

12.26 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

12.27 To accept part of a tender rather than the whole tender.

12.28 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

12.29 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

12.30 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

12.31 Award to multiple bidders based either on size or geographic considerations.

12.32 *Bidders will be afforded an opportunity to pose questions relating to this bid/ToR up to 7 calendar days before closing date of the bid. Thereafter no queries/clarification requests will be responded to. Questions raised will be responded to one by one as received from potential bidders to assist in compilation of proposals. During the final week of advertisement, the Bid Office of* ***the dtic*** *will post all questions asked and responses provided on the e-tender portal of National Treasury as well as* ***the dtic****'s website where the original tender invitation is posted for transparency purposes.*

12.33 If the bidder failed to comply with any of the administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –

12.33.1 Reject the bid and not evaluate it, or

12.33.2 Accept the bid for evaluation, on condition that the bidder must submit within seven (7) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

12.34 Incomplete pricing will lead to automatic disqualification as it will not be possible to compare the price with other bid prices.

12.35 Pricing in figures and pricing in words must be the same. Any discrepancy in these two will result in the pricing in figures will be deemed the bid price and will be used for comparison and contract purposes.

12.36 Additional pricing may also lead to automatic disqualification in case where it hinders the comparison of prices (comparing apples with apples).

12.37 **NB:** The university or accredited service provider must have registration with the department of higher education and training (DHET) or relevant (SETA) as compulsory Failure to comply will lead to automatic disqualification. proof of registration must be delivered by means of copies of valid certificates at the date of tender closure. should the certificate expire during the period of bid evaluation, the BEC reserves the right to verify the validity of the submitted certificate. failure to submit proof will be deemed not being registered and lead to automatic disqualification.

13. PRICE

13.1 The bid price must be an all-inclusive price that represent the total cost of the project which will be payable by **the dtic** to the appointed university or accredited service provider upon satisfactory work delivery, in accordance with an agreed payment schedule which must be linked to set deliverables. The payment schedule will be stipulated in the SLA.

13.2 The bid price must be inclusive of vat and quoted in RSA currency.

13.3 <u>ONLY FIXED PRICES WILL BE CONSIDERED; NON-FIXED WILL NOT BE CONSIDERED. ANY BID BASED ON NON-FIXED PRICES WILL LEAD TO AUTOMATIC DISQUALIFICATION OF SUCH BID.</u>

14 the dtic OBLIGATIONS

14.1 **the dtic** Project Manager will serve as the contact person on all matters relating to the project;

14.2 **the dtic** Project Manager will review, evaluate and approve the services provided by the university or accredited Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made; and

14.3 **the dtic** Project Manager will supply all reasonable, relevant, available data and information required and requested by the university or accredited Service Provider for the proper execution of the services and such assistance as shall reasonably be required by the university or accredited Service Provider in carrying out their duties under this contract.

15. SERVICE PROVIDER'S OBLIGATION

15.1 The university or accredited Service Provider undertakes to act as an independent contractor in respect of the work;

15.2 The university or accredited Service Provider's Project Manager / Leader is to work closely with **the dtic** Project Manager responsible for the project;

15.3 Attend meetings when required by **the dtic** Project Manager for the purposes of obtaining information or advice regarding the work and assignments or any matters arising from or in connection therewith;

15.4 The university or accredited Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;

15.5 The university or accredited Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;

15.6 The university or accredited Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;

15.7 All information availed to the university or accredited Service Provider during the project must be deemed confidential and will remain the property of **the dtic**;

15.8 The university or accredited Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal because of being awarded the contract by **the dtic** strictly confidential;

15.9 The university or accredited Service Provider must not disseminate any information gathered during the conduct of the project, publicise or release media statements in relation to the assignment;

15.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;

15.11 The university or accredited Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;

15.12 The university or accredited Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

15.13 The university or accredited Service Provider is required to appoint a project manager / leader who will collaborate closely with **the dtic** project manager and serve as the primary point of contact. This individual must hold at least a degree in Business Administration, Management, Leadership, or Project Management, along with a minimum of five (5) years' experience in project management, specifically in overseeing executive-level development or leadership programmes.

16. BID EVALUATION CRITERIA

16.1 The 80/20 principle and **two envelope / file system** will apply in evaluating the proposals in accordance with the Preferential Procurement Policy Framework Act; Act no 5 of 2000 and its subsequent Regulations and the SCM Preferential Procurement Policy of **the dtic**. The reason for applying the **two envelope / file system** is to ensure that price does not influence the evaluation of the functional proposals.

16.2 Two envelope system

16.2.1 The two-envelope system is based on the submission of the functional and financial proposals in two separate envelopes / file. NO financial information may be contained in the functional envelope as this will lead to automatic disqualification. Submission must be made as follows:

16.3 Functional proposal:

16.3.1 Bidders must submit their functional proposal in a sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file. This envelope / file should only contain the functional proposal and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the relevant proof to substantiate claims for preference points. **Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.**

16.4 Financial proposal:

16.4.1 The financial proposal (SBD 3.3) must be submitted in a **SEPARATE** sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file.

16.5 **FAILURE TO COMPLY WITH THE TWO ENVELOPE / TWO FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.**

16.5.1 All proposals will be evaluated in terms of the two-phase process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements /

conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

16.5.2 **First phase: Functional evaluation**. This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase there is a cut-off score of 60% and only the proposals that score 60% and above during the functional evaluation will be considered during the second phase of evaluation.

16.5.3 Second phase: Price and Preferential Procurement Points.

Key scores

Value	Description
0 – Poor	Non-Compliant, no proof submitted to substantiate compliance
1 – Below Average	Unacceptable, does not meet set criteria
2 – Average	Reasonable but not sufficient to fully satisfy the requirement
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

Phase 1: Functional Evaluation Criteria:

No.	Criteria	Weight	Rate (0-5)	Total Score
1.	**Relevant Qualifications and Experience of proposed facilitator/s and project manager / project leader:**			
1.1	The Facilitator should be in possession of a Postgraduate qualification at NQF level 8 in Public Administration/Business Development / Leadership Development/ Human Resource Management / Communications / Public Relations. (The facilitator must comply with the set minimum requirements to reach at least a score of 3). - An MBL/MBA and PhD will be advantageous. - Foreign qualifications must be accompanied by SAQA evaluation report to be considered. **Rating Criteria:** Rating 0: No qualification submitted Rating 1: Diploma NQF level 6 Rating 2: Degree NQF level 7 Rating 3: Minimum requirement of NQF level 8 Rating 4: NQF level 9 Rating 5: NQF level 10	**5**		
1.2	At least five (5) years demonstrated experience in delivering Executive Development Programme of each proposed facilitator. Experience must be elaborated upon in CVs. **Rating Criteria:** Rating 0: No experience	**15**		

No.	Criteria	Weight	Rate (0-5)	Total Score
	Rating 1: 1-2 yrs and less than 3 years Rating 2: 3-4 yrs and less than 5 years Rating 3: 5 yrs and less than 6 years Rating 4: 6-8 yrs and less than 9 years Rating 5: 9 and above			
1.3	The project manager/leader should be in possession of an NQF 8 qualification in Public Administration/Business Development / Leadership Development/ Human Resource Management / Communications / Public Relations. (The project manager must comply with the set minimum requirements to reach at least a score of 3). - An MBL/MBA and PhD will be advantageous. - Foreign qualifications must be accompanied by SAQA evaluation report to be considered. **Rating Criteria:** Rating 0: No qualification submitted Rating 1: Diploma NQF level 6 Rating 2: Degree NQF level 7 Rating 3: Minimum requirement of NQF level 8 Rating 4: NQF level 9 Rating 5: NQF level 10	**5**		
1.4	The Project Manager/Leader must have at least five (5) years demonstrated experience in Management of Executive Development Programmes and experience must be elaborated upon in CVs. **Rating Criteria:** Rating 0: No experience Rating 1: 1-2 yrs and less than 3 years Rating 2: 3-4 yrs and less than 5 years Rating 3: 5 yrs and less than 6 years Rating 4: 6-8 yrs and less than 9 years Rating 5: 9 and above	**15**		
2.	**Bidding Company relevant Experience and number of years' performing services:**			
2.1	The bidding company must have at least a minimum of five (5) years relevant experience in the successful delivery of Executive Development Programme. This information must be indicated in the company profile. **The bidding company's relevant experience is proven by submitting evidence of at least 3 projects of the Executive Development Programme Training**. Proof of evidence must include reference letters with the following details: (1) the	**20**		

No.	Criteria	Weight	Rate (0-5)	Total Score
	name of the client; (2) the period of the project (start and end date); and (3) the scope of the work. **Rating Criteria:** Rating 0: No letters Rating 1: 1 relevant letter Rating 2: 2 relevant letters Rating 3: 3 relevant letters Rating 4: 4 relevant letters Rating 5: 5 relevant letters and above			
3.	**Approach and Implementation Plan:**			
3.1	The bidding company should clearly stipulate the training approach and provide a detailed step-by-step explanation of how the Executive Development Programme will be rendered over a 12-month period. Final dates will be communicated during the SLA period. **Rating Criteria:** Rating 0: No project plans Rating 1: Project plan vague, incomplete, lacks structure Rating 2: Plan shows some effort, missing key details, weakly aligned with objectives Rating 3: Detailed, complete step-by-step project plan, aligned with objectives Rating 4: Plan is comprehensive, well-organised, feasible, aligned with objectives, and includes monitoring mechanisms Rating 5: Plan is outstanding: fully detailed, realistic, strongly aligned with programme goals, and includes robust monitoring & evaluation	**15**		
4.	**Training Content:**			
4.1	The bidding company must clearly indicate the training content to be covered as indicated under paragraph 6 of the ToR. **Rating Criteria** Rating 0: up to 6 modules covered under training content. Rating 1= more than 6 but less than 9 modules covered under training content. Rating 2 = more than 9 but less than 12 modules covered under training content.	**25**		

No.	Criteria	Weight	Rate (0-5)	Total Score
	Rating 3 = 12 modules covered under training content. Rating 4 = 12 modules with added detailed training content. Rating 5= 12 modules with added detailed training content.			
	MAXIMUM POINTS	**100**		

Phase 2: Price and Preference Points

	80/20 PRINCIPLE	**POINTS**
1	Price	**80**
2	Maximum Preferential procurement points **as claimed on the SBD 6.1 form and substantiated by relevant evidence.**	**20**
	MAXIMUM POINTS	**100**

17. CONTRACTUAL PERIOD

17.1 The university or accredited service provider will be contracted to deliver the training in three (3) intakes over a period of three (3) years. Bidders must please take note that no contract will come into existence before the Service Level Agreement (SLA) is agreed to and signed by both parties.

18. SUBMISSION OF PROPOSALS

18.1 Please direct all **ToR** related questions to:
Mr. Teaman Nghunyule
Email: TNghunyule@thedtic.gov.za
Tel: 012 394 5726

18.2 Please direct all bid related questions to:
Ms Yvette Cronje
Office of the Chief Financial Officer (OCFO)
Department of Trade, Industry and Competition
Email: YCronje@thedtic.gov.za