



BID NO: SCMU10-22/23-0012

FOR

**APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE
PROVIDERS FOR THE COMMUNITY BASED PROGRAMME FOR A
PERIOD OF THREE YEARS**

**BID DOCUMENT
ISSUED BY:**

**DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605**

**TEL: (043) 604 7400
FAX: (086) 648 6340**

NAME OF BIDDER: _____



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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-22/23-0012

Bids are hereby invited for **APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY-BASED PROGRAMME FOR A PERIOD OF THREE YEARS**

Bids documents will be available as from the 26 August 2022 at 11:00 on the departmental website www.ectransport.gov.za or e-portal.

There will be no formal briefing sessions, bidders will submit questions of clarity within 14 days from the date of advertisement of tender.

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Number and the Nature of the Service required and may be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Fleming Street, King William's town, 5601 not later than **11:00 on Friday 19 September 2022** when the bids will be opened in public.

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto and points for B-BBEE status.
- Bidders are required to submit an original and valid B-BBEE status level verification certificate or Sworn Affidavits in the case of an Exempted Micro Enterprises [EME] or certified copies thereof together with their bids to substantiate their B-BBEE rating claims.
- NB: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor, only points for price will be considered.
- Bidders must submit a Centralized Suppliers Database (CSD) Registration Report with the Bid as proof of being registered on the Database, and failure to do so will render the bid non-responsive, and will be disqualified
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS
- No late, posted, telephonic, or faxed bids/proposals will be considered.
- The lowest and/or any bid will not necessarily be accepted.

Enquiries should be directed to:

(Technical Enquiries)

Ms. N. Kreusch:

Cell: 082 447 9873

nobubele.kreusch@ectransport.gov.za

(Admin Enquiries)

Mr P Nqikashe

Cell: 067 419 8001

philasande.nqikashe@ectransport.gov.za

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

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

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;
Nature of work;
Value of work;
Year completed.
Reference letter and Award Letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

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

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

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

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

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

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in a sealed envelope clearly marked:

“Bid No: SCMU10-21/22-0012 APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY-BASED PROGRAMME FOR A PERIOD OF THREE YEARS”

And the Bidder’s name and address, shall be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Fleming Street, King William’s town, 5601, not later than **11:00 on Friday 19 September 2022** Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

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

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw its bid. This will be by written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

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

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

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

9. MINIMUM WAGES

Any bid that contains proposals for wages that are less than the minimum wage according to sector determination shall be rejected. A Firm Price for a period of three years including employee increments is required.

10. ACCEPTANCE OR REJECTION OF BIDS

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

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

11. SITE INSPECTION/BIDDERS MEETING

There will be no formal compulsory site inspection/bidders meeting that will be held.

12. FAILURE TO RETURN BID DOCUMENTS

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

13. TAXES AND LEVIES

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

14. EVALUATION OF BIDS

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 20 points available for the B-BBEE status.

B-BBEE Status level of Contributor	Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –Compliant	0

15. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

16. ACCEPTANCE OF BID

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

17. PENALTIES

In the event that the Contractor fails to deliver items within 8 weeks, or provides valid, acceptable reasons for non-delivery as specified in Chapter 4 “Project Specifications, the Employer may deduct 5% of the invoice amount.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.
- Bidders must familiarize themselves with these GCCs

SECTION 4: TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY BASED PROGRAMME FOR A PERIOD OF THREE YEARS

1. BACKGROUND INFORMATION

The Community Based Programme (CBP) within the Eastern Cape Department of Transport (ECDoT) is responsible for the implementation of the Expanded Public Works Programme (EPWP) which is a measured approach by the government that seeks to address social and economic inequalities by ensuring that participants gain essential skills to increase their ability to earn an income, increase their prospects of obtaining decent employment and embark on sustainable involvement in the second economy.

As a performance driven organisation, the ECDoT seeks to create a pool of suitable providers of education, training and development with the capacity to offer credible or/and accredited short learning programmes for the EPWP participants and other departmental programmes working closely with the CBP. In order to achieve the EPWP objectives within the ECDoT in collaboration with other government and private sector stakeholders; the relevant service providers will be called upon from time to time to provide learning solutions/interventions for growth and development and greater exit opportunities of the EPWP participants and its stakeholders.

Learning and development involve the provision of suitable formal opportunities for the EPWP participants and its collaborative stakeholders (the NYS, Artisan learners, SMMEs, Road Rangers, HHCs, SPU Youths, and Military Veterans beneficiaries) to advance their skills and competencies in a project, with particular emphasis on those areas where the EPWP's skills level of an individual in one or more capabilities is below the level required for a given contract. Capacity development requires ARPL, training, education, trades development and trades qualification opportunities as well as the standardization of appropriate operational practices.

The current training efforts are inadequate to meet existing and future needs to enable EPWP participants to achieve the levels of understanding, skills and competence needed to carry out their work effectively even beyond their contracts. The appointment of a panel of training service providers will assist to ensure that there is a standardized curriculum of good quality with inputs and approval of trainers or subject matter experts.

2. PURPOSE

As a performance driven organisation, the ECDoT seeks to create a pool of suitable providers of education, training and development with the capacity to offer credible or/and accredited short learning programmes for the EPWP participants and other departmental programmes working closely with the CBP. In order to achieve the EPWP objectives within the ECDoT in collaboration with other government and private sector stakeholders; the relevant service providers will be called upon from time to time to provide learning solutions/interventions for growth and development and greater exit opportunities for the EPWP participants and its stakeholders.

3. OBJECTIVES

The broad objectives of this request for proposals include the following:

- 3.1 To identify and appoint onto its database of preferred suppliers, a group of accredited and quality-focused training providers that will design and deliver needs-based technical, behavioural, leadership and related learning solutions as indicated.
- 3.2 This document, therefore, sets out the requirements of the ECDoT and provides a detailed approach to which bidders should respond in order to be considered.

4. SCOPE OF WORK

Responsibilities of the accredited provider:

- 4.1 Provide training aligned to the relevant qualification/unit standard(s) according to the approved training plan (CBP Integrated Training Framework); including arrangements made with the relevant provider for the verification of learner achievements.
- 4.2 The training provider must have the capacity to design and deliver contextualized training solutions.
- 4.3 The provider is required to conduct a baseline assessment and ensure that training is pegged appropriately to meet the varying needs of employees/trainees.
- 4.4 The provider is required to conduct formative and summative assessments and produce evidence of employee/trainee knowledge/skill improvement.
- 4.5 The ECDoT recognises the importance of post course support to ensure the application of acquired knowledge in the workplace and as such the ECDoT shall provide on-the-job support. The provider is required to build in post course support and assessment to maximize return on investment.
- 4.6 The provider is required to issue credit bearing certificates to qualifying employees.
- 4.7 Issue a provider Competency Declaration within **5** working days of the assessment of each learner's Portfolio of Evidence (PoE) in alignment with the relevant unit standard; issue a clear and detailed Development Plan reflecting each of the areas of remediation needed for each learner found to be not-yet-competent.

- 4.8 Issue authentic Statement of Results (SOR); and a Provider Certificate to each qualifying learner within no more than 6 weeks of the last training workshop.
- 4.9 Punctually submit a duly completed monthly Project Status Report on the prescribed template by the assessor, as well as an internal moderation report aligned to the relevant unit standard.
- 4.10 Submit a Closeout Report, Assessors' Report, Internal Moderator's Report, and other relevant reports at the completion of the project.

5. TECHNICAL EXPERTISE

- 5.1 Training Service Providers must have appropriate accreditation status with the relevant Quality Council or ETQA.
- 5.2 The program/s offered must be NQF aligned, credit bearing and approved/accredited by the relevant Quality Council/ETQA
- 5.3 The provider's Facilitators and Assessors must have the expertise (qualifications and experience) in the fields in which they will present training. CVs, proof of qualifications and registration of Facilitator/s, Assessor/s and Moderator/s must be submitted together with the proposal.
- 5.4 In the interest of maintaining quality standards, the provider shall only be permitted to utilize trainers/assessors whose qualifications and proof of registration have been verified by the ECDoT at the time of the providers' submission of the proposal. In the event of a substitution, the provider shall be required to submit a written notification to the Manager: Innovation and Empowerment prior to making a replacement.

6. OTHER REQUIREMENTS

- 6.1 The ECDoT will conduct verification of the providers' accreditation prior to entering into an agreement with training providers. The ECDoT may conduct random site visits to the workshops/training facilities of the provider as and when it deems necessary.
- 6.2 Selected providers will enter into an agreement with the ECDoT to ensure alignment of expectations and continuously engage on scope clarification and modifications where deemed necessary.
- 6.3 This will be a Performance-based Agreement i.e. payments shall be directly linked to the satisfactory meeting of identified performance criteria.
- 6.4 The ECDoT and the selected provider will agree via a Service Level Agreement to ensure alignment of expectations and continuously engage on scope clarification and modifications where deemed necessary.

7. CBP's KEY INTENTIONS

The ECDOT wants to contribute to addressing the national challenges relating to the inability of the South African economy to expand and provide increased employment opportunities, explicitly ongoing skills scarcities in the technical (especially with regard to qualified artisans) and professional fields that are fundamental to the development and growth of our economy. The requirements of this Bid are aligned to the following policy and legislative prescripts which seek to contribute to the “decent job” agenda of Government:

- Ministerial Determinations and Code of Good Practice, 2012
- The National Skills Development Strategy (NSDS) III, (2014-2019)
- The Quality Council for Trades and Occupations (QCTO) principles - 2010
- The National Qualifications Framework Act 67 of 2008
- The New Growth Path - 2010
- The FET Act, amended, 1 of 2013
- The White Paper for Post School Education and Training VIII.
- ECDOT EPWP Policy of 2022
- The CBP Integrated Training Framework of 2022.

The Community Based Programme seeks to:

- 7.2 Prioritise significant programmes that expand skills, support career-pathing, enable greater elasticity and flexibility and increase productivity.
- 7.2 Carefully consider 4IR as an opportunity for new career fields to be developed and the need for employees to meet such needs through training and development, even if at a basic entry level and adapt to automation necessitated by the 4IR; its impact on the need for change, different types of job opportunities and careers that need to be developed.

8. RANGE OF REQUIRED TRAINING PROGRAMMES AND EXPECTED TRAINING OUTCOMES

- 8.1 Bidders must ensure that complete qualifications for the NYS and Artisan learners are achieved through learnerships, apprenticeships, and RPL/ARPL routes. Therefore, learners placed in the workplace will be required to be assessed for competency in the sets of skills linked to notional hours which will be completed over 24 months and 36 months respectively. Pre-assessments in both the Fundamental and Core areas of learning associated with some qualifications may be conducted on learners prior to entry into those qualifications.
- 8.2 Bidders are expected to make use of complete Qualifications recognized by SAQA to design and develop appropriate outcomes based on learning materials, assessment guides and related assessment tools.

8.3 Bidders are required to choose or indicate with an **X** next to each category of the training programme offered that it wishes to participate in. For each category/ies chosen; a Portfolio of Evidence (PoE) must be submitted in line with the evaluation criteria.

ITEM NO	Category	Target Groups	NQF Level/s	Recognised Qualifications / Course Types	Tick ✓
1	Technical Skills	Artisan Learners NYS RRs RMs SPU Youths MVs (beneficiaries) HHC	NQF 4 NQF 4 NQF 4 NQF 4 NQF 4 NQF 4 NQF 3 NQF 3 NQF 2 - 4 NQF 2 - 4 NQF 3 - 4 NQF 2 - 4 NQF 3 NQF 3 NQF 3 NQF 3 - 4 NQF 3 NQF 5 NQF 4 NQF 4 NQF 3 - 4 NQF 2 NQF 2 NQF 2 NQF 1 NQF 2	<input type="checkbox"/> Electrical Trade Test Preparation course <input type="checkbox"/> Carpentry Trade Test Preparation course <input type="checkbox"/> Plumbing Trade Test Preparation course <input type="checkbox"/> Welding Trade Test Preparation course <input type="checkbox"/> Bricklaying Trade Test Preparation course <input type="checkbox"/> Basic Diesel Mechanic Trade Test Preparation Course <input type="checkbox"/> ARPL for all Artisan Trades <input type="checkbox"/> National Certificate Building and Civil Construction <input type="checkbox"/> National Certificate: Welding Application and Practice <input type="checkbox"/> National Certificate Construction: Plant Operations <input type="checkbox"/> Further Education and Training Certificate: Plumbing <input type="checkbox"/> National Certificate: Electrical Engineering (Construction) <input type="checkbox"/> National Certificate: Building and Construction (Painting) <input type="checkbox"/> National Certificate: Construction Roadworks <input type="checkbox"/> National Certificate: Building and Civil Construction <input type="checkbox"/> National Certificate in Construction concreting <input type="checkbox"/> National Certificate in Pavement Construction <input type="checkbox"/> National Certificate for LIC (managing) <input type="checkbox"/> National Certificate for LIC (develop and promote) <input type="checkbox"/> National Certificate for supervision of construction processes <input type="checkbox"/> National Certificate: Lifting machine operations <input type="checkbox"/> Erect, monitor and maintain wildlife fences (Fence Repair) <input type="checkbox"/> Install Gabion Baskets on a Construction Site <input type="checkbox"/> Maintain and repair bituminous road surfaces <input type="checkbox"/> Maintain vegetation and minor structures within the road reserve <input type="checkbox"/> Erect and maintain guardrails on road construction site	
2	Driving	SPU Youths <i>Unskilled</i> <i>Semi-skilled</i>	Not Applicable NQF 3	<input type="checkbox"/> Professional Driver's Licence (Codes: 8 and 14) <input type="checkbox"/> National Certificate for Professional Driving (for operators of yellow fleet)	

3	Road Safety Training	RRs RMs <i>Unskilled</i>	Not Applicable	<input type="checkbox"/> Improved and better road safety education and communication campaigns to educate road users	
4	Business Management Skills	SMMEs NYS RR <i>Unskilled</i> <i>Semi-skilled</i> <i>Skilled</i>	NQF 4 NQF 3 NQF 3 NQF 2 – 3 NQF 2 – 3 NQF 2 - 3 NQF 2 - 3 NQF 2 NQF 3	<input type="checkbox"/> Demonstrate an understanding of an entrepreneurial profile <input type="checkbox"/> Office Administration <input type="checkbox"/> Office Administration <input type="checkbox"/> Professional Report Writing <input type="checkbox"/> Language Editing <input type="checkbox"/> Minute Taking <input type="checkbox"/> Presentation Skills <input type="checkbox"/> Basic Financial Management <input type="checkbox"/> Tendering systems <input type="checkbox"/> Venture Creation <input type="checkbox"/> National Certificate: Contact Centre management <input type="checkbox"/> National Certificate: Automotive sales and support <input type="checkbox"/> National Certificate for Public Administration <input type="checkbox"/> National Certificate for Local Economic Development	
3	Computer & Information Technology	NYS <i>Unskilled</i> <i>Semi-Skilled</i> <i>Skilled</i>	NQF 2 – 4 NQF 2 – 4 NQF 3 NQF 3 NQF 5 NQF 3	<input type="checkbox"/> Microsoft Training Programme <input type="checkbox"/> Excel Training Programme <input type="checkbox"/> Power Point <input type="checkbox"/> Use data entry and retrieval skills to input and retrieve computer data <input type="checkbox"/> Demonstrate an understanding of Computer Database Management Systems <input type="checkbox"/> End user computing	

THE ECDOT RESERVES THE RIGHT TO ADD ANY OTHER TRAINING PROGRAMMES NOT LISTED ABOVE AND AS PER THE TRAINING PROGRAMMES LISTED IN THE APPROVED 2022 CBP INTERGRATED TRAINING FRAMEWORK (vs 2).

9. Training of Participants

9.1 The Service Provider shall provide the necessary stationary, tools and machinery including initial and refresher courses to ensure that all participants possess, at all times, the necessary expertise to function in projects in accordance with the specification and to the satisfaction of the ECDOT. Where applicable, in order for learners to be awarded Qualifications, they must prove competence in all of the Fundamental and Core Unit Standards, as well as a portion of credits from Elective Unit Standards to meet the requirements of the full Qualifications.

10. Supply of Training Material and Equipment

- 10.1 All training material including digital cameras, video, audio (with HD and 3D capabilities), drones, computers, vehicles and any other equipment and software necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Service Provider to the satisfaction of the ECDoT.

11. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No. 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

11.1. The Service Provider: -

- 11.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;
- 11.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act accepts accountability for its employees and SMMEs to the extent that such employees and SMMEs (including any other personnel) contravene the provisions of the Act;
- 11.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the ECDoT immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- 11.2 The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- 11.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

12. Service Level Agreement

- 12.1. It is recorded that the ECDoT and the Service Provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements and performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

13 Breach and Termination

- 13.1 Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

14 Loss and Damage

- 14.1 The Service Provider hereby indemnifies the State/ECDOT/Institution and will hold the State/ECDOT/institution harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of the Service Provider to provide the Services in accordance with the provisions of the contract.

15 Transfer Management

- 15.1 Upon termination of the contract for whatever reason contractor shall assist the ECDOT to transfer the Services to the Employer, or to another service provider designated by the ECDOT. Without detracting from the generality of this obligation, the Service Provider shall, to the extent be required by the ECDOT to provide it or third parties with all information and documentation required to enable the ECDOT or third parties to provide the services, it being recorded that this obligation shall not oblige the Service Provider to deliver any documentation which is proprietary or confidential to the Service Provider.

16 Sub-Contractors

- 16.1 The Service Provider may only sub-contract its obligations under the contract with the prior written consent of the ECDOT (or any other authorized authority) and then only to a person and to the extent approved by the ECDOT or such authority and upon such terms and conditions as the ECDOT or such authority require. It is recorded that where such consent is given the contractor shall remain liable to the ECDOT for the performance of the Services.

17 Strikes

- 17.1 The Service Provider undertakes that strikes by his/her personnel will not influence the rendering of the implementation of service.

18 Insurance and Indemnity

18.1 The Service Provider agrees and hereby undertakes to indemnify, defend and save harmless, the ECDoT, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the ECDoT, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the ECDoT, its officers, employees and agents. The Service Provider's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

18.2 The ECDoT agrees that it will give to the Service Provider prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Service Provider and the Service Provider shall have the right to participate in the defence of the same to the extent of its own interest.

19 Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

19.1 All warranties and license entitlements must be registered by the Vendor and provided to the Department in paper form as well as electronically.

20 Minimum Requirements

20.1 A company must have performed a minimum of one (1) contract inclusive of quotations related to skills development performed within the last five (5) years to a combined value of R1 million.

20.2 The company must be registered with the relevant quality council or ETQA. A Valid registration letter must be attached

20.3 The skills programmes offered by the Service Provider must be NQF aligned, credit bearing and approved/accredited by the relevant quality council or ETQA. A valid letter from the ETQA confirming accreditation skills programmes offered by the Service Provider be attached.

20.4 In the interest of maintaining quality standards, the Service Provider shall only qualify to be listed on the Panel of Training Service Providers if trainers/assessors are employed by the Service Provider and have the required ETQA registration.

20.5 The bidder must attach Reference Letter/s or Award Letter/s on the client's letterheads, incorporating the following details: (under the key personnel experience)

- **Customer**
- **Nature of work**
- **Duration of the contract**
- **Rand value of contract**

- **Year completed**
- **Customer contact details (phone and email)**

21 Minimum Key Personnel and Facilities Requirements

- 21.1 **The Service Providers’ Facilitators/Assessors and Moderators** must have qualifications and experience in the fields they need to provide training in, equal to an NQF level seven (7) and a minimum of three (3) years’ experience in the particular field they are listed for. CVs, Proof of Qualifications and Registration of Facilitators and Moderators must be submitted together with the proposal. Failure to do so will result in a bidder not being accepted on the Panel of Training Service Providers.
- 21.2 For the purpose of qualification to be appointed on the Panel of Training Service Providers, bidders must at least have one (1) Moderator/Assessor per subject being applied for. The number of Moderators/Assessors required will be determined when a bidder is appointed to conduct training from time to time and it will be based on the acceptable ratio of moderators to trainees and/or assessors to trainees and/or facilitators to trainees.
- 21.3 The bidder must have a fully functional training facility/workshop within the Eastern Cape Province. Proof in a form of a municipal account or valid lease agreement with proof of rental payments for the past three months prior to the closing date of the bid must accompany the bid. A bidder may also provide proof of intention to lease the training facility/workshop.

NB: Failure to meet any of the minimum requirements listed in para 17 and 18 above, may render the bidder non-responsive and its bid will not be considered.

22 Monitoring and Reporting

- Establishment of a Project Steering Committee (PSC) to comprise of the ECDoT Contracts Management, End User, Service Provider and any other stakeholders relevant to the project
- A PSC will be established to monitor performance and certify invoices prior to payment.

The following platforms will be created for ease of monitoring:

MONITORING TOOL	FREQUENCY	EXPECTATION
Project Reporting sessions	Every two weeks	Written Progress Reports and/or minutes of contact sessions
Meetings	Monthly	Written Progress Report and Minutes of monthly meetings
Special Projects / interventions	Ad hoc	Presentation of proposed solutions, minutes of contact

		sessions and/or relevant correspondence
--	--	--

23 Duration of The Project

- The term of the appointment will be a period thirty-six (36) months from the date of acceptance of the award/ purchase order.

24 Validity of Bid

24.1 The validity of the offer is ninety (90) days.

25 General Conditions of Contract

25.1 The latest general conditions of contract and contract law will apply.

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

26 Special Conditions of Contract

Schedule form must At the quotation stage when sourcing service; the price of the bid to be completed on the Pricing include disbursements.

26.1 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and completed in black ink will be accepted.

26.2 It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.

26.3 Moderators must ensure that participants being trained are registered with the relevant quality council or ETQA or SETA with the actual commencement of training.

26.4 The Department shall not enter into a contract with a service provider where it has directors, partners or employees who are employed by the state and where the prescribed permission has not been granted by the Executive Authority.

26.5 All documents submitted and/or produced shall become the property of the ECDoT.

26.6 The service provider undertakes to provide the professional resources required to attain the project objectives.

- 26.7 Service Providers who have entered into a consortium/Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- 26.8 The overall price must be in Rand and must be inclusive of VAT where applicable.
- 26.9 The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- 26.10 The service provider undertakes to act as an independent contractor in respect of all work to be done.
- 26.11 The service provider shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with international professional standards and manufacture best practices.
- 26.12 The Service Provider shall, in all professional matters, act as a faithful and credible adviser to the ECDoT and, in so far as any of its duties being discretionary, and act fairly between ECDoT and third parties.
- 26.13 The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the ECDoT.
- 26.14 The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
- 26.15 The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the ECDoT.
- 26.16 BBBEE level certificate must be provided where necessary (Original document or original certified copy).
- 26.17 Joint ventures or Consortiums must submit a consolidated BBBEE level Certificate/ sworn affidavit.
- 26.18 The service provider must be registered in the Centralised Supplier Database (CSD).
- 26.19 It is the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- 26.20 ECDoT will not be liable to reimburse any costs incurred by any Service Provider during the proposal /bidding process.
- 26.21 The service provider shall attend meetings with officials whenever required to do so by the representative of the ECDoT for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof.
- 26.22 Replacement of candidates for this assignment will not be allowed, except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- 26.23 All the submitted documents must be completed in full and signed where necessary

- 26.24 In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest B-BBEE points will be the preferred bidder.
- 26.25 If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for B-BBEE, the bidder who has the highest points for functionality will be the preferred bidder.
- 26.26 In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- 26.27 Failure to submit the documentation as prescribed may lead to the bid being considered non-responsive and subsequently rejected / not considered.

22. General conditions of Contract

- The latest General Conditions of Contract (GCC) law will apply. Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply

23 Evaluation Criteria

- 23.1 Bids will be evaluated on a 80/20 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017.
- 23.2 The evaluation will be carried out in two phases, namely, “functionality” and “price”. Bidders are requested to submit one envelope.
- 23.3 Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified.
- 23.4 The final score will be obtained by adding points obtained for the price to the preference points;
NB: *Points scored will be rounded to the nearest two (2) decimals*
- 23.5 Functionality:

$$Ps = \frac{So * Ap}{Ms}$$

Ms

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible score.

Ap = Percentage allocated for functionality.

- 23.6 Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.
- 23.7 The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.
- 23.8 The minimum qualifying percentage that will be accepted for functionality is 60%.
- 23.9 Bids/proposal that do not score the specified minimum percentage for functionality will be disqualified.

23.10 Price

The 80/20 preference points system:

$$Ps = \frac{80(1 - Pt - Pmin)}{Pmin}$$

Where:

- Ps = Points scored for price by bid under consideration
- Pmin = Lowest acceptable consideration
- Pt = Price of bid under consideration

NB: *The department is under no obligation to award the bid to the bidder scoring the highest or lowest points.*

The following information for functionality and weights will be considered in the evaluation of all applications received.

1: Poor, 2: Acceptable, 3: Good, 4: Very Good, 5: Excellent

24. Awarding of Points for Functionality and Price

Functionality

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
Company experience relevant to the scope of work	25	<ul style="list-style-type: none"> • 4 and more contracts awarded with a combined value of R5 million inclusive of quotations 	5	

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
		<ul style="list-style-type: none"> Award letters and reference letters in the client's letter heads signed by the authorized individual 		
		<ul style="list-style-type: none"> 2 - 3 contract award with combined value of R3 million inclusive of quotations Award letters and reference letters in the client's letterheads signed by the authorized individual 	3	
		<ul style="list-style-type: none"> 1 contract award with a combined value of R1 million inclusive of quotations Award letters and reference letters in the client's letterheads signed by the authorized individual 	2	
Experience of key personnel linked to the project: Moderator	25	<ul style="list-style-type: none"> Six (6) or more years' experience as a moderator CV and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included 	5	
		<ul style="list-style-type: none"> Four (4) to five (5) years' experience as a moderator CV and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included. 	3	
		<ul style="list-style-type: none"> Minimum of three (3) years' experience as a moderator CV and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included. 	2	
Locality	50	<ul style="list-style-type: none"> Facility based within the Eastern Cape Municipality utility account / Proof of lease agreement /Proof of residence confirmed by relevant authority 	5	
		<ul style="list-style-type: none"> Company outside the Eastern Cape 	2	
TOTAL POINTS	100			

25 Preferential Claims

25.1 Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

26 Specified Goals

26.1 Calculation of points for BBBEE status level of contributor will be allocated in the following manner

BBBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

26.2 The points scored for price must be added to the points scored for BBBEE status level of contribution to obtain the bidder's total points scored out of 100.

26.3 In the event that two or more bids have equal total points, the successful bid will be the one with the highest points for BBBEE.

26.4 In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

27 Compulsory Briefing & Closing Date

27.1 There will be no compulsory briefing meeting

27.2 The closing date for submission is **19 September 2022**. Documents will be submitted at the Department of Transport in King Williams Town, in the tender box at the ground floor.

28 Returnable documents

28.1 Submitted documents must be composed of the following:

Tender check list

- SBD 1 - Invitation to Bid
- SBD 3.3 - Pricing Schedule
- SBD 4 - Declaration of interest

- SBD 6.1 - Preference Points Claim Form
- SBD 8 - Declaration of bidders past supply chain management practices
- SBD 9 - Certificate of independent Bid determination
- Original or certified original copy of B-BBEE level verification certificate or consolidated B-BBEE Status Level Verification Certificate or sworn affidavit
- Tax Compliance Status PIN / CSD registration report
- Letters of reference or Award letter from previous clients (Must be on the official letterhead of that particular institution) with office telephone details.
-

29 Bid Enquiries

29.1 Please refer all enquiries to the following personnel:

Technical Enquiries: Nobubele Kreuzsch

Cellphone No.: 082 447 9873

Email: Nobubele.kreusch@ectransport.gov.za

Supply Chain Management: Pilasande Nqikashe

Cellphone No.: 067 419 8001

Email: philasande.nqikashe@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	SCMU10-21/22-0012	CLOSING DATE:	19 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY BASED PROGRAMME FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(Head Office – King Williams Town)</i>					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

Province of the Eastern Cape
Department of Transport
Sub-Programme: Community Based Programme
Directorate: Community Based Programme

**APPOINTMENT OF A PANEL OF ACCREDITED
TRAINING SERVICE PROVIDERS
FOR THE COMMUNITY BASED PROGRAMME
FOR A PERIOD OF THREE YEARS**
SCMU10-22/23-0012

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to

submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

This form must be included additional to the SBD.4

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

3. “State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate “yes” above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

5. Please note: The “state” is clearly defined in paragraph 3 above. In the event that “no” is selected and subsequently any false declaration are detected, the non-disclosure of such “state employment” will be deemed as “fraud”. Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

6. DECLARATION

I, (NAME & SURNAME).....ID NUMBER..... CERTIFY THAT THE INFORMATION
FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....
Date

..... Signature

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

7.2 If yes, indicate:

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [Tick applicable box]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES:

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE DEPARTMENT (ECDOT) (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE DEPARTMENT (ECDOT) WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RECORDS

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: **SCMU10-22/23-0012** at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2011
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE

2. DATE

.....
NAME OF FIRM

.....
CAPACITY

SIGNATURE OF BIDDER

PART 2 (TO BE COMPLETED BY THE DEPARTMENT)

1. I, in my capacity as..... accept your bid under reference number **SCMU10-21/22-0012** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY BASED PROGRAMME FOR A PERIOD OF THREE YEARS	R.....		

4. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE
2. DATE

Official Stamp

SIGNATURE

PRICING SCHEDULE

Pricing Instructions:

1. State the rates and prices in Rand unless instructed otherwise in the tender conditions.
2. All prices shall be tendered in accordance with the units specified in this schedule.
3. Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
4. The successful tenderer is required to fulfil the specifications and outcomes for the items tendered against. The tenderer must therefore tender prices/rates only on items that they have fulfilled the requirements for and by submission of the relevant supporting documentation. Only items in the Pricing Schedule table with a positive rand value will be considered as a valid tender pricing for that item and any other notation in the table would be considered as that item not being tendered for.
5. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
6. Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
7. This tender would be awarded per item.
8. Tenderers can tender for one or more items and need not tender for all the items.

PRICING SCHEDULE

(in terms of Section 26.1 of the Bid Document [page 20])

Qualifications / Skills Types	NQF Levels	Quantity	Basic Cost (per learner) Year 1	Basic Cost (per learner) Year 2	Basic Cost (per learner) Year 3	Total Cost
			(VAT exclusive)	(VAT exclusive)	(VAT exclusive)	(VAT inclusive)
Electrical Trade Test Preparation course	NQF 4	1	R	R	R	R
Carpentry Trade Test Preparation course	NQF 4	1	R	R	R	R
Plumbing Trade Test Preparation course	NQF 4	1	R	R	R	R
Welding Trade Test Preparation course	NQF 4	1	R	R	R	R
Bricklaying Trade Test Preparation course	NQF 4	1	R	R	R	R
Basic Diesel Mechanic Trade Test Preparation Course	NQF 4	1	R	R	R	R
ARPL Electrical	NQF 3	1	R	R	R	R
ARPL Plumbing	NQF 3	1	R	R	R	R
ARPL Welding	NQF 3	1	R	R	R	R
ARPL Bricklaying	NQF 3					
National Certificate: Welding Application and Practice	NQF 2 - 4	1	R	R	R	R
National Certificate Construction: Plant Operations	NQF 2 – 4	1	R	R	R	R
Further Education and Training Certificate: Plumbing	NQF 3 – 4	1	R	R	R	R
National Certificate: Electrical Engineering (Construction)	NQF 2 - 4	1	R	R	R	R
National Certificate: Building and Construction (Painting)	NQF 3	1	R	R	R	R
National Certificate: Construction Roadworks	NQF 3	1	R	R	R	R
National Certificate in Construction concreting	NQF 3 – 4	1	R	R	R	R
Erect, monitor and maintain wildlife fences (Fence Repair)	NQF 2	1	R	R	R	R

Qualifications / Skills Types	NQF Levels	Quantity	Basic Cost (per learner) Year 1	Basic Cost (per learner) Year 2	Basic Cost (per learner) Year 3	Total Cost
Install Gabion Baskets on a Construction Site	NQF 1	1	R	R	R	R
Maintain and repair bituminous road surfaces	NQF 2	1	R	R	R	R
Erect and maintain guardrails on road construction site	NQF 2	1	R	R	R	R
Maintain vegetation and minor structures within the road reserve	NQF 1	1	R	R	R	R
Business Management Skills						
Demonstrate an understanding of an entrepreneurial profile	NQF 4	1	R	R	R	R
Office Administration	NQF 3	1	R	R	R	R
Professional Report Writing	NQF 3	1	R	R	R	R
Language Editing	NQF 2 – 3	1	R	R	R	R
Minute Taking	NQF 2 – 3	1	R	R	R	R
Presentation Skills	NQF 2 - 3	1	R	R	R	R
Basic Financial Management	NQF 2 - 3	1	R	R	R	R
Tendering systems	NQF 2	1	R	R	R	R
Venture Creation	NQF 3	1	R	R	R	R
Driving						
Professional Driver's Licence (Codes: 8 and 14)	N/A	1	R	R	R	R
Road Safety						
Improved and better road safety education and communication campaigns to educate road users	N/A	1	R	R	R	R
Computer & Information Technology						
Microsoft Training Programme	NQF 2 – 4	1	R	R	R	R
Excel Training Programme	NQF 2 – 4	1	R	R	R	R
Power Point	NQF 3	1	R	R	R	R

Qualifications / Skills Types	NQF Levels	Quantity	Basic Cost (per learner) Year 1	Basic Cost (per learner) Year 2	Basic Cost (per learner) Year 3	Total Cost
Use data entry and retrieval skills to input and retrieve computer data	NQF 3	1	R	R	R	R
Demonstrate an understanding of Computer Database Management Systems	NQF 5	1	R	R	R	R