



education

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

Garona Building, East Wing,
Ground Floor, Mmabatho
Private Bag X2044, Mmabatho 2735
Tel.: (018) 388-4045
e-mail: jdigitalame@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: Edu 26/21 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 01/21 NW RFB: APPOINTMENT OF SERVICE PROVIDERS FOR TRAINING OF EARLY CHILDHOOD DEVELOPMENT NQF (NATIONAL QUALIFICATIONS FRAMEWORK) LEVEL 4

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

1. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
3. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
4. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
 - 4.1. The following information should be clearly marked on the same sealed envelope:
"Tender No. : **EDU 26/21 NW**
"Closing Date : **11 August 2021**
"Closing Time : **11H00**
5. All enquiries pertaining specification can be directed to **Ms K Makena**
6. For details for obtaining the bid documents: **Ms. Tshiamo Keetile at the following Telephone number: (018) 388 3408/88 4091** during working hours.
7. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
8. This Bid Documents are ONLY available for download on **the North West Department of Education's Website.** (www.desd.nwpg.gov.za)

CONDITIONS TO BID

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

EVALUATION CRITERIA TO BE USED

1.1. All bids will only be evaluated on **5 Stages** as indicated in the Specification Document of this invitation and

1.1.1. Functionality 100 point with

1.1.1.1. 80/20 Preference Point Systems as follows

1.1.1.1.1. Breakdown of 80 points:-

√Maximum Price points	80
√Maximum BBBEE points	20
TOTAL POINTS	100

NOTE:

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



.....
Mr M Rikhotso
Supply Chain Management Director (Acting)

2021/07/09.....

Date



education

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

SPECIFICATION DOCUMENT FOR

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

TECHNICAL ENQUIRY	Ms K. Makena
EMAIL	scm@nwed.gov.za
ADDRESS	North West, Mmabatho
BID CLOSING DATE	11 August 2021
BID CLOSING TIME	11H00
BID NO.	EDU 26/21 NW

1. PURPOSE

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

2. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

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

3. LEGAL FRAMEWORK

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

4. SCOPE OF WORK

- 4.1 A registered and accredited service provider by Education Training and Development Practices SETA (ETDP SETA) to facilitate an assess and moderated training of an ECD NQF Level 4 (58761) Early Childhood Development Qualification with minimum of 140 credits within 18 months contractual period (12 month's contact session) . Service Provider is required to submit the work plan before the commencement of the training in agreement with the Department.
- 4.2 The Department has targeted 200 community based ECD practitioners across the province, Prospective bidders should propose centres which the training will be conducted from across the province, being mindful of the geographical dynamics of the province. All 40 contact sessions per centre/learner training sessions are to assume during Saturdays and school holidays. The training sessions will be conducted in 13 identified centers across the province, which will be spread as follows taking into cognizance the geographic proximity of learners for attending the sessions:

Bojanala District	Total No. required
Number of practitioners	60 practitioners
Number of centers	4 centers

CENTRES SHOULD BE IN THESE AREAS:

- Moretele
- Brits

- Rustenburg, and
- Mogwase.

Dr Kenneth Kaunda District	Total No. required
Number of practitioners	35 practitioners
Number of centers	2 centers

CENTRES SHOULD BE IN THESE AREAS:

- Potchefstroom, and
- Klerksdorp

Ngaka Modiri Molema District	Total No. required
Number of practitioners	60 practitioners
Number of centers	4 centers

CENTRES SHOULD BE IN THESE AREAS:

- Mahikeng
- Litchenburg
- Zeerust , and
- Delareyville

Dr Ruth Segomotsi Mompati District	Total No. required
Number of practitioners	45 practitioners
Number of centers	3 centers

CENTRES SHOULD BE IN THESE AREAS:

- Vryburg
- Taung, and
- Ganyesa

- 4.3 The list is subject to verification process by the Department of Education and the appointed training provider.
- 4.4 Out of the 18 month's contractual timeframe,3 months prior to the commencement of the contact sessions will be utilised for:
- Verification of learner's qualification
 - Eligibility of the learners (e.g. Employed in a center etc.)
 - Learner registration
 - Material development
 - Learner orientation
- 4.5 The next 12 months will be utilised for the 40 contact sessions per centre /learner.
- 4.6 The last 3 months will be utilised for the following:
- Assessment related activities
 - Certification related activities

5. DELIVERABLES

- 5.1 The appointed service provider will be expected to meet the following contractual deliverables:
- 5.1.1 The prospective bidder is to identify and procure 13 centres for training
- 5.1.2 Provide Education Training and Development Practices SETA (ETDP SETA) accredited training material to learners.

- 5.1.3 *Bidders will be required to provide the department with copies of the accredited material to be used for training*
- 5.1.4 *Have a team of accredited assessors, moderators and facilitators*
- 5.1.5 *Have assessors, moderators and facilitators who are able to communicate in English and Setswana as the province is predominately Setswana speaking.*
- 5.1.6 *Have administration Policies and Procedures*
- 5.1.7 *Reporting, Monitoring and Review Mechanisms.*
- 5.1.8 *Have excellent functioning management and governance structures in place.*
- 5.1.9 *Provide learner support to ensure learners attain the required number of credits within the required time frames (12 months).*
- 5.1.10 *Identify learners with special educational and training needs and develop mechanisms to address those.*
- 5.1.11 *Monitor and evaluate internal moderation processes. Consolidated monitoring report be availed.*
- 5.1.12 *Ensure the external moderation of the assessment results and forward reports of such to Education, Training and Development Practitioner Quality Assurance (ETDQA)*
- 5.1.13 *Manage report requirements as per the SLA.*
- 5.1.14 *Have policies and mechanisms in place prior to the commencement of the training to ensure 100% (percentage) retention and successful completion of the qualifying learners*
- 5.1.15 *Ensure that PoEs are completed and submitted at the end of each component*
- 5.1.16 *Issue qualification certificates signed by ETDP SETA.*
- 5.1.17 *Provision for graduation ceremony at bidders cost.*

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

- 5.2.1 *Accredited and registered Facilitators, Assessors and Moderators*
- 5.2.2 *Project Management Skills*
- 5.2.3 *Established management and governance structures should be in place.*
- 5.2.4 *Established criteria for the recruitment processes and a list of appointed personnel must be availed to the Department.*

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

5.3 Established Quality Management System comprising the following:

- 5.3.1 *IT System (ability to upload to the INDICIUM)*
- 5.3.2 *Automated electronic system for payment of stipends*
- 5.3.3 *Administration Policies and Procedures*
- 5.3.4 *Assessment Policies*
- 5.3.5 *Record Keeping Mechanisms*
- 5.3.6 *Reporting, Monitoring and Review Mechanisms.*

5.4 The Training Provider must be adequately equip the learners with necessary resources:

- 5.4.1 *Resource packs to be given to learners (basic stationery i.e. glue, pencil, ball point pen, ruler, marking pen, colour pencils, scissor, exam pad)*
- 5.4.2 *Course packs must use arch liver files (Fundamentals, Elective and Core)*
- 5.4.3 *Provide training venues - Provide capacity for a maximum class size of 20 learners per class*

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

5.5 ADMINISTRATION OF THE LEARNERSHIP

- 5.5.1 *The provider must:*
- 5.5.2 *Be signatory to the Learnership Agreement*
- 5.5.3 *Upload Learners for registration and learner achievements to the ETDP SETA (INDICIUM)*
- 5.5.4 *Establish and maintain the learner data and avail to the Department.*
- 5.5.5 *Comply with training provider duties as per learnership agreement.*
- 5.5.6 *Monitor learner progress, resolve problems related to learning challenges.*

- 5.5.7 *Submit signed quarterly reports and a final report, including challenges and recommendations to the Department.*
- 5.5.8 *Conduct the induction programmes for learners and employees.*
- 5.5.9 *Ensure full completion of daily attendance registers for the payment of the monthly learner stipends.*
- 5.5.10 *Ensure verification of learner attendance on a monthly basis and report monthly to the department.*

5.6 PLANNING AND SUPPORT

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

5.7 PAYMENT OF MONTHLY STIPENDS

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

5.8 DEPARTMENTAL OBLIGATION

5.9

- 5.9.1 *Provision of a list of prospective candidates to the service provider, including reserved candidates*
- 5.9.2 *Attend monthly meetings to evaluate the progress.*
- 5.9.3 *Oversee the weekly monitoring of facilitation as per schedule.*
- 5.9.4 *Oversee the recruitment of practitioners, facilitators, assessors and moderators*
- 5.9.5 *Oversee the monthly payment schedule for stipend on a quarterly basis*
- 5.9.6 *Tranche payments. A billable service would be signed by the Department of Education and the training provider.*

5.9.6.1 **1st tranche payment of 30% would paid after**

- *verification of the printed copies of the Training Material (Learner & Assessment Guide plus Facilitator Guides)*
- *After the orientation*

5.9.6.2 **Further tranche payments (15%) each would be for stipend and training.** *Quarterly payment will take place when monthly attendance register of the contact sessions and invoices submitter per quarter*

5.9.6.3 **The last tranche (10%) payment would be for Certification, uploading (on Indicium) and Graduation ceremony.**

6. EVALUATION CRITERIA

- I. Stage 1: *Screening of mandatory documents*
- II. Stage 2: *Technical Mandatory requirements (Functionality)*
- III. Stage 3: *Price and B-BBEE Evaluation*
- IV. Stage 4 *Consolidated Evaluation Report to Bid Adjudication Committee*

6.1 STAGE 1 - ADMINISTRATION COMPLIANCE

Documents Required	Comply	Not Comply	If Comply, is the relevant document submitted (Y/N)
Original or Certified BBBEE Certificate (Not a disqualifying requirement) but required for claiming BBBEE points			
Proof of registration with Central Supplier Database (submission of Full CSD report) Compliance to: <ul style="list-style-type: none"> TAX Bank verification succeed Non-Government employee directors 			
Fully completed pricing schedule			
Signed and fully completed standard bidding documents (SBD1, 2, 3, 4, 6.1, 8 and 9)			
Valid ECD NQF Level 4 ETDP SETA Accreditation certificate			
Joint Venture Agreements			
Joint Venture work must be accompanied by the Joint Venture agreement signed by all parties concerned. (where applicable)			
Both parties must be ETDP SETA accredited			
One or Both of the JV partners must have valid ECD NQF level 4 ETDP SETA accreditation certificate			
Both parties must submit Proof of registration with Central Supplier Database (submission of Full CSD report) Compliance to: <ul style="list-style-type: none"> TAX Bank verification succeed Non-Government employee directors 			

- 6.1.1 Administrative evaluation will be carried out on all the bids in terms of the following criteria:
- 6.1.2 Submission of a Price Schedule in South African Rand form. The prices must be inclusive of administrative cost, storage, packaging and delivery to Offices.- **Compulsory**
- 6.1.3 Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4, SBD 6.2, SBD 8 and SBD 9 - **Compulsory** SBD 2, SBD 3 and SBD 6.1 (SBD 6.1 is required for claiming of BBBEE points) - **Non-compulsory**
- 6.1.4 Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 6.1.4.1 Combined BBBEE original certificate /certified copy or sworn affidavit
- 6.1.4.2 Signed memorandum of agreement by all parties in case of Joint Venture
- 6.1.5 Full CSD Report (Not Summary) – **Compulsory**
- 6.1.5.1 The Department will, from the Full CSD Report, verify the following details:
- 6.1.5.1.1 Bank verification successful

6.1.5.1.2 Non-government employee directors

6.1.5.1.3 TAX complaint

6.1.5.1.4 EME Status

6.1.6 All Certified Copies must not be older than 6 months to the closing date of the Bid

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

6.2 STAGE 2 – FUNCTIONALITY

6.2.1 Minimum threshold of 65% to qualify in this phase

Criterion	Scores		Weight
<p>Experience of the company.</p> <p>Bidders are required to submit evidence of any ETDP SETA accredited training, through the submission of the following;</p> <ul style="list-style-type: none"> Appointment letter by client, or Purchase Order ETDP Seta completion /letter commendation 	More than 5 years	5	15
	4 years of experience	4	
	3 years of experience	3	
	2 years of experience	2	
	1 year of experience	1	
	No submission	0	
<p>References</p> <ul style="list-style-type: none"> Bidders are required to demonstrate that they have provided accredited SETA training through the submission of a testimonial letter or appointment letter detailing number of learners trained by their respective client. <p>1. Letter should be in client letter head 2. Signed off and with contactable details</p>	300 learners or more	5	15
	Less than 300 learners but more than 250	4	
	Less than 250 learners but more than 200	3	
	Less than 200 learners but more than 150	2	
	Less than 150 learners but more than 100	1	
	No evidence attached Or Below 100 learners	0	
<p>Bank Rating</p>	• A Rating	5	25
	• B Rating	4	
	• C Rating	3	
	• D Rating	2	

Criterion	Scores		Weight
Bidders are required to submit the latest original bank stamped letter with bank code/rating	• E Rating	1	
	• F Rating or lower • No bank rating submitted	0	
Proof of Stipend Management Bidders are required to provide a testimonial letter from their respective client(s) confirming that they have administrated learner stipend payments previously. <ul style="list-style-type: none"> The letter must be signed off by Head of Institution. Letter must include project details. 	Letter attached with: <ul style="list-style-type: none"> HOD signature Project details Date Contact details of client 	1	25
	No letter attached	0	
Bank Guarantees The Department requires a bank guarantee from reputable and registered financial institutions, that will demonstrate that the bidder will be in a position to carry the financial obligations linked to their respective costed project plan for at least a period of three (3) months.	Bank Guarantee <ul style="list-style-type: none"> Original bank stamped letter stating guarantee amount Letter with company details 	10	10
	No evidence submitted or Letter not having the above stated requirements	0	
Provincial Preference Bidders are required to demonstrate that they have provincial foot print through the submission of the following; <ul style="list-style-type: none"> Municipal Bill or, Signed lease agreement 	Bidder is established in the province	5	7
	Bidder is not established in the province	2	
Total			100

6.3 STAGE 3 - PRICE (90 POINTS) AND PREFERENTIAL POINTS (10 POINTS)

Item No.	Description	Quantity	Unit Cost	Amount
1.	Facilitation Fee (13 venues x 40 contact session)			
2.	Training Material(Learner & Assessment Guide plus Facilitator Guides)	213		
3.	Printing & stationery	200		
4.	Assessment of PoE	200		
5.	Work place Assessment	200		
6.	Moderation of POE	30%		
7.	Venue Hire for Contact Sessions (13 venue x 40 contact session)			
8.	Catering & Venue for meetings <ul style="list-style-type: none"> • 1X orientation (approx. 230 people) • Facilitator meetings and verification (approx. 14 meetings of 20 people) • There would be 18 monthly Departmental meetings of comprising of 8 officials from the Departments of Education as well as Social Development plus 4 from the training provider. 			
9.	Certification, uploading(on Indicium) and Graduation ceremony	200		
10.	Accommodation and monitoring(Training Provider staff)			
SUBTOTAL				
11.	Stipends (R 2200.00 per learner Administration Expenses at 10 % of the Training fee for 12 months)		10% of the stipend amount	
TOTAL EXCLUDING VAT				
VAT (@ 15%)				
TOTAL				

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

6.4 Price and B-BBEE Evaluation

6.4.1 **The maximum points for this bid are allocated as follows:**

	POINTS 90/10
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

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

The maximum points for this bid are allocated as follows:

- 90/10 preference point system for acquisition of goods, works or services above the Rand value of R50 million inclusive of all applicable taxes
- Bidder must submit proof of its B-BBEE status level of contributor
- A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but

(a) May only score points out of 90 for price; and

(b) Scores 0 points out of 10 for B-BBEE

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

6.4.2 **PREFERENTIAL POINTS (20 POINTS)**

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

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

Table 1

6.4.3 **ADJUDICATION USING A POINT SYSTEM**

6.4.3.1 *The bidder obtaining the highest number of total points will be awarded the contract.*

6.4.3.2 *Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts*

- 6.4.3.3 *Points scored must be rounded off to the nearest 2 decimal places.*
- 6.4.3.4 *In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.*
- 6.4.3.5 *However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.*
- 6.4.3.6 *Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.*

6.5 STAGE 4 - CONSOLIDATED EVALUATION REPORT TO BID ADJUDICATION COMMITTEE

- 6.5.1 *The bidder obtaining the highest number of total points (B-BBEE point and Pricing Points) will be awarded the contract.*
 - 6.5.2 *Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts*
 - 6.5.3 *Points scored must be rounded off to the nearest 2 decimal places.*
 - 6.5.4 *In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.*
 - 6.5.5 *However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.*
 - 6.5.6 *Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.*
- NB: THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD THE HIGHEST POINTS SCORING BIDDER, HOW EVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDE) AND REPORTED TO TREASURY IN SUCH AN EVENT.**

6.6 PROCEDURES FOR SUBMISSION OF BID DOCUMENTS

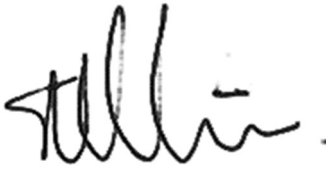
- 6.6.1 ***The Bid Box will be open 24hrs hours ,7 days a week .***
- 6.6.2 ***It is the responsibility of the service providers to ensure that their bid documents are in the Bid Box by deadline***
- 6.6.3 ***The Bid Box is situated next to the CFO'S Office, Ground Floor Sekame Road East Wing GARONA Building, Education Department***
- 6.6.4 ***NWED will only consider bid documents that are in the Bid Box on the date and time set out in the clause above***
- 6.6.5 ***Under no circumstances will late bids be considered***
- 6.6.6 ***Submissions must be deposited into the Bid Box Bid Number clearly marked as advertised***
- 6.6.7 ***Bid Documents must be bound that no parts can be easily removed.***

6.7 PROJECT TIMEFRAME

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

6.8 SPECIAL CONDITIONS OF CONTRACT

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



MR B THEJANE KA MPUMELELO
CHAIRPERSON: BID SPECIFICATION COMMITTEE
DATE: 09 July 2021

SBD 1
 INVITATION TO BID

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

BID NUMBER: **EDU 26/21NW**

CLOSING DATE: 11 August 2021.

CLOSING TIME: 11:00

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

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

GARONA Building, East Wing, Ground Floor, CFO'S Office, Sekame Road, MMABATHO

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

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

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

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR
- A REGISTERED AUDITOR
-

[TICK APPLICABLE BOX]

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

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

[IF YES ENCLOSE PROOF]

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE:TOTAL NUMBER OF ITEMS OFFERED:

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

TENDER PROCEDURES

Ms. E Mandubo / Ms. T Keetile
Tel: No. 018 388 3408/4091

TECHNICAL SPECIFICATION

Ms K.Makena
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SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	Bid number EDU 26/21 NW
Closing Time 11:00	Closing date: 11 August 2021

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

As per Items listed

**** (ALL APPLICABLE TAXES INCLUDED)**

- Required by: **North West Department of Education**
- At: **Different Schools within four (4) Districts and Offices**
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All administrative costs, packaging costs and delivery costs must be included in the bid price, for delivery to the schools as per order.

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

*Delete if not applicable

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 CSD MAAA Number :

2.6 Tax Reference Number:

2.7 VAT Registration Number:

2.7.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.8 Are you or any person connected with the bidder presently employed by the state?

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

¹"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) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

3

.....

.....

3.7.1 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

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

3.7.1.1 If yes, did you attached proof of such authority to the bid document?

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

3.7.1.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

3.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

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

3.8.1 If so, furnish particulars:

4

.....

.....

4.7 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

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

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

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

2.11.1 If so, furnish particulars:

.....

.....

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee NO / PERSAL Number

Table 2

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 3 and 4 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF **PARAGRAPH 23** OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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** preference point 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

Table 3

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Table 4

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 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 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

YES	NO
-----	----

(Tick applicable box)

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	NO
-----	----

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer*
- Supplier*
- Professional service provider*
- Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]*

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

9.8 *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 7, 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 BIDDERS(S)

DATE:

ADDRESS.....

.....

.....

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. *Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.*

1.2. *Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.*

1.3. *Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.*

1.4. *A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.*

1.5. *The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:*

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

Where

x is the imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

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

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

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
 (Tick applicable box)

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

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

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

Currency Rates of exchange

Currency	Rate of Exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

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

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

**LOCAL CONTENT DECLARATION
 (REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .EDU 01/21 NW

**ISSUED BY: NORTH WEST DEPARTMENT OF EDUCATION
 NB**

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity asof

.....(name of bidder entity), the following:

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

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

**SBD 8
 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Table 5

SBD 8
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position
Js365bW

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 *This Standard Bidding Document (SBD) must form part of all bids¹ invited.*
- 2 *Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.*
- 3 *Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:*
 - a. *disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.*
 - b. *cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.*
- 4 *This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.*
- 5 *In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:*

¹ *Includes price quotations, advertised competitive bids, limited bids and proposals.*

² *Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.*

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. *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 consortium³ will not be construed as collusive bidding.*
7. *In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:*
 - (a) *prices;*
 - (b) *geographical area where product or service will be rendered (market allocation)*
 - (c) *methods, factors or formulas used to calculate prices;*
 - (d) *the intention or decision to submit or not to submit, a bid;*
 - (e) *the submission of a bid which does not meet the specifications and conditions of the bid; or*
 - (f) *bidding with the intention not to win the bid.*
8. *In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.*
9. *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 *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.*

SBD 9

10. *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.*

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

s914w 2



education

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

1.25 *“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.*

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 *In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).*

34.2 *If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.*

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

Js General Conditions of Contract (revised July 2010)