BID NO: 010-2025/2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEVELOPMENT, MANAGEMENT AND MAINTENANCE SERVICES FOR THE CETA WEBSITE, INTRANET AND MOBILE APPLICATION TO THE CETA FOR A PERIOD OF THREE (3) YEARS.

RFP NUMBER:	**BID NO: 010-2025/2026**
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEVELOPMENT, MANAGEMENT AND MAINTENANCE SERVICES FOR THE CETA WEBSITE, INTRANET AND MOBILE APPLICATION TO THE CETA FOR A PERIOD OF THREE (3) YEARS.**
ADVERT / PUBLISH DATE:	**09 DECEMBER 2025**
CLOSING DATE:	**29 JANUARY 2026**
CLOSING TIME:	**11h00**
VALIDITY PERIOD	**90 days from the closing date**
PREFERENCE POINT SYSTEM	**80/20**
BRIEFING SESSION	**Compulsory attendance 09 January 2026 15:00pm – 15:50pm**
BID RESPONSES MUST BE HAND DELIVERED TO:	**CETA Head Office 52 14th Road Noordwyk Midrand 1687**
ATTENTION:	**Supply Chain Management – Bids**

NB: Bidders must ensure that they sign the tender register at the CETA Head Office Reception when delivering their bids responses. Bidders who will use Courier companies are to ensure that the Courier company writes the name of the bidding company on the tender register at CETA H/O Reception. Submissions not registered on the tender register will be disqualified. The closing time is as per the clock displayed at the CETA Head Office Reception.
The CETA reserves the right not to appoint or to cancel this tender at any time as circumstances dictates.
It should be noted that the award may not necessarily be to the lowest bidder; and that cost effectiveness does not equal the lowest price quote.

TERMS, ABBREVIATIONS AND ACRONYMS

Term	Description
CETA	Construction Education and Training Authority
DHET	Department of Higher Education and Training
EME	Exempted Micro Enterprise
ETQA	Education and Training Quality Assurance
NCR	National Credit Regulator
NLRD	National Learner Records Database
NQF	National Qualification Framework
NSDP 2030	National Skills Development Plan 2030
OFO	Organized Framework for Occupations
QCTO	Quality Council for Trades and Occupations
QSE	Qualifying Small Business Enterprise
RFP	Request for Proposal
SETIMS	Sector Education and Training Management Information System
SAQA	South African Qualification Authority
SASSA	South African Social Security Agency
SDF	Skills Development Facilitator
SETA	Sector Education Training Authorities
SDL	Skills Development Levy
SDLC	Software Development Lifecycle
SLA	Service Level Agreement
WSP	Workplace Skills Plan

BID CONDITIONS

- All bidders are required to register on the National Treasury Central Supplier Database (CSD). The CSD proof of registration will be used by CETA to verify the bidder's tax and other compliant statuses. This RFP will only be awarded to bidders who are tax compliant on National Treasury CSD at the time of award.
- Proof of registration with the National Treasury Central Supplier Database (CSD).
- The CETA does not bind itself to accept or appoint any bidder or any RFP response, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of the RFP.
- The recommended bidder will be subjected to a due diligence process prior to the appointment.
- CETA may require verifying and confirming the products to be supplied during the evaluation stage, and bidders to avail the premises and/or products on request. CETA will not be held liable for any expenses incurred during the evaluation stage or due diligence process
- Joint Ventures (JV) – JVs are required to attach a signed JV agreement, attach CSD report of all JV members, attached completed and signed SBD4 documents of all JV members and a valid BBBEE certificate of the JV.
- No RFP shall be deemed to have been accepted unless and until a formal contract / letter of appointment is fully signed by parties and executed.
- CETA reserves the right to:
    a) Not evaluate and award RFP that do not comply strictly with the requirements of this RFP.
    b) Make a selection solely on the information received in the RFPs and enter into negotiations with any one or more of the preferred bidder(s) based on the criteria specified in this RFP.
    c) Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders, and no change in the content of the RFP shall be sought, offered, or permitted.
    d) Withdraw the RFP at any stage and/or cancel this RFP or any part thereof at any stage as prescribed in the PPPFA regulations.
    e) Not award to the highest point scorer subject to the objective criteria as stipulated in the Preferential Procurement Policy.

SBD DOCUMENTS

Please note that the following documents must be completed and signed.

- SBD 1,
- SBD 4,
- SBD 6.1,
- SBD 7.2, and
- GCC.

OTHER REQUIRED DOCUMENTS

Please note that failure to attach the following documents will result in the forfeiture of preference points:

1. **EMEs:** Sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate.
2. **QSEs:** Sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or B-BBEE level verification certificate.
3. **Bidders other than EMEs and QSEs:** Original and valid B-BBEE status level verification certificate verified by a SANAS accredited verification agency, or a certified copy thereof.

Bidders must submit proof of documentation required in terms of this RFP to claim points for specific goals

Please double-check that you have attached all the above documents before submitting your bid document.

The contents of the RFP document must be as follows, and numbered as per the numbering below,

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted – Indicate YES or NO
Schedule 1	Proof of registration with National Treasury Central Supplier Database (CSD)	
Schedule 2	Completed and signed SBD Forms as well as the GCC.	
Schedule 3	Original cancelled cheque or stamped letter from the bank confirming banking details.	
Schedule 4	• B-BBEE Verification Certificate/ Sworn Affidavit (full financial year-end of the company should be stated) (Original / Certified Copy) • Proof of documentation required in terms of this RFP to claim points for specific goals	
Schedule 5	TAX Compliance status Pin	

BID SUBMISSION

Bidders are required to submit **one original hard copy and one (1) unlocked USB or CD** with all returnable and electronic copies of bidder's documents as included in the bound printed pack.

AND

Bidders are required to submit their proposal of the RFP documents and response by hand delivery to
CETA Head Office
52 14th Road
Noordwyk
Midrand
1687

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEVELOPMENT, MANAGEMENT AND MAINTENANCE SERVICES FOR THE CETA WEBSITE, INTRANET AND MOBILE APPLICATION TO THE CETA FOR A PERIOD OF THREE (3) YEARS.

1. INTRODUCTION

The Construction Education and Training Authority (CETA) calls for bids to be submitted from Service Providers to provide the CETA with development, management and maintenance services for the CETA Website, Intranet and Mobile Application. The appointment will be for a period of three (3) Years.

2. BACKGROUND

The CETA is a Sector Education and Training Authority established in terms of the Skills Development Act, 1998 as amended. The National Skills Development Plan 2030 (NSDP) has five principles and goals which guide the strategic plan and annual performance plan of the CETA.

The CETA recognises the need to for the provision of development, management and maintenance services for the CETA's Website, Intranet and Mobile Application to unlock the full potential of CETA operations.

Components of these Development, Management and Maintenance services of the CETA's Website, Intranet and Mobile Application must include:

1. User Management
2. CETA Website Development, Management and Maintenance
3. CETA Intranet Development, Management and Maintenance
4. CETA Mobile Application Development, Management and Maintenance
5. Solutions Integration
6. Analytics, Reporting and Dashboards
7. Hosting

3. CETA ORGANISATIONAL STRUCTURE

The CETA organisational structure is currently made up of the following divisions:

3.1. Office of the CEO

- Risk Management
- Legal and Compliance
- Transformation
- Monitoring and Evaluation
- Special Projects

3.2. Finance

- Supply Chain Management
- Financial Management
- Facilities Management

The work of this division is supported by SAGE 200

3.3. ETQA and Projects

- Qualifications and Accreditation
- Learning Programmes Implementation and Monitoring
- Client services and Projects

The work of this division is supported by the Learner Management System

3.4. Strategic Support

- Human Resources
- ICT
- Marketing, Communications and Stakeholder Management
- Research, Planning and Reporting

The work in this division is supported by the Learner Management System and SAGE 300

4. OBJECTIVES OF CETA WEBSITE, INTRANET AND MOBILE APPLICATION (WIMA) DEVELOPMENT, MANAGEMENT AND MAINTENANCE SERVICES

The objective of the Website, Intranet and Mobile Application development, management and maintenance is to enhance the CETA stakeholder engagement and communication delivery capabilities

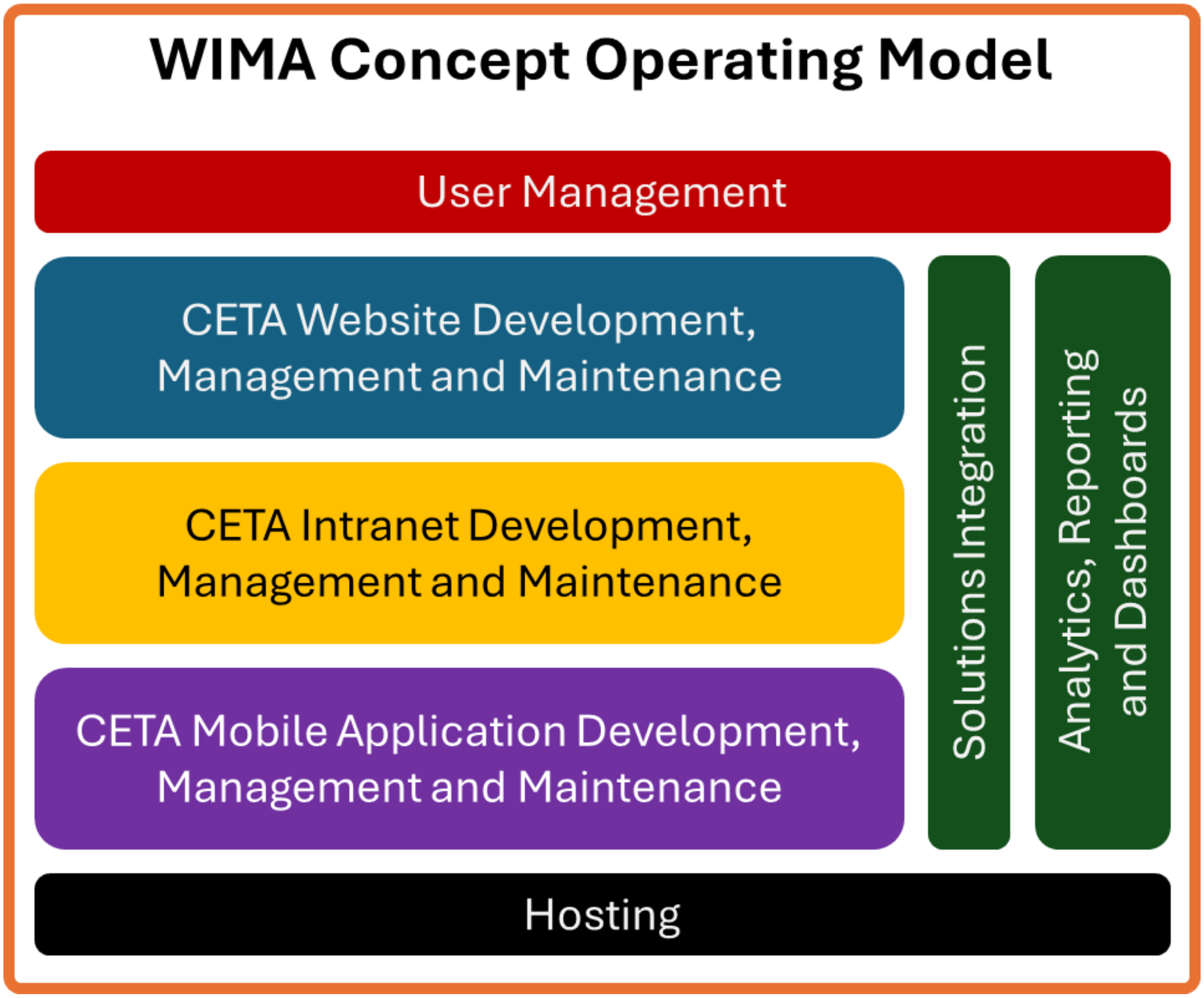
The key objectives of the WIMA Development, Management and Maintenance services to the CETA are:

1. Consistent Performance and Uptime of all WIMA Components
    a. Continuous monitoring and optimisation of WIMA performance and uptime
    b. Load balancing to scalability to ensure the ability to handle increase traffic
    c. Quick response time to address any performance and uptime issues affecting WIMA components
2. Security Management and Data Protection
    a. Scheduled security audits and vulnerability assessments of WIMA components
    b. Compliance with privacy and data protection regulatory requirements
    c. Regular updating and patching of WIMA components to mitigate security risks
    d. Encryption of sensitive data present in the WIMA components
3. Enhance User Experience
    a. Development, testing and implementation of User Experience (UX) and User Interface (UI) updates and improvements to streamline navigation, content access and design consistency across WIMA components
    b. Modernisation of WIMA components to enable accessibility and ease of use for users
    c. Use of user feedback through analytics mechanisms and surveys to identify areas for improvement
    d. Implement user-curated process flow to enhance users' experience on the site and only focus them on relevant content i.e. staff, Levy payers, Grant recipients, etc
4. Management of Content and Updates
    a. Regular updates to content to engage and keep users informed
    b. Optimisation of content on WIMA components to maintain or improve search engine rankings
    c. Train and support CETA staff on the Content Management System (CMS) to enable internal updating of content to WIMA components
5. Integration
    a. Regularly test and maintain WIMA component integration to other solutions
    b. Updating, testing and maintenance of Application Programming Interfaces (API's) to enable stable data flow between solutions

   c. Identification and resolution of compatibility issues arising from solution updates and improvements
   d. Identification, proposal and implementation of enhancements and integrations into internal or external systems to enhance functionality
   e. Implement single sign on for all users and limit access accordingly for CETA Staff vs external stakeholders
6. Mobile Application Optimisation and Accessibility
   a. Regular updates and maintenance of the mobile application to ensure alignment with Website and Intranet functionality
   b. Optimisation of load speeds, offline functionality and push notifications to enhance user experience
   c. Enable accessibility of the mobile platform to cater for users with disabilities
   d. Identification, proposal and implementation of enhancements and integrations into internal or external systems to enhance functionality
7. Analytics and Reporting
   a. Implement and monitor analytics tools to track WIMA components metrics e.g. User Engagement, Page Views, Bounce Rates etc.
   b. Regular reporting on user behaviour and usage across WIMA components to gain insights into their usage
   c. Utilisation of analytics, reports and dashboards to gain insights and identify required feature updates, content improvement and UX enhancements
   d. Implement application performance tracking capabilities across WIMA and report daily, weekly & monthly statistics
8. Support and Issue Resolution
   a. Service Level Agreements to provide 24/7 support across all WIMA components
   b. Tracking and ticketing system to manage issues arising across WIMA components
   c. Detailed documentation and regular training on all WIMA components for CETA staff to enable self-diagnosis and troubleshooting
9. Scaling and Future Proofing
   a. Scalable architecture capable of handling increased traffic across all WIMA components
   b. Architecture that is flexible to allow for future improvements
   c. Monitoring of industry best practices to ensure that WIMA components align to and keep pace with changes
   d. Preparedness for future technology changes (e.g. operating systems, devices etc), to prevent obsolescence

5. WEBSITE, INTRANET AND MOBILE APPLICATION (WIMA) CONCEPT OPERATING MODEL

The diagram below depicts the WIMA Concept Operation Model. This model is how the CETA envisages the various components of the WIMA and supporting elements to interact with one another:



6. PROJECT SCOPE

6.1. User Management

Ensure secure, role-based access across the website, intranet, and mobile application, providing customisable permissions for different user roles (e.g., admin, editor, viewer).

Each WIMA Component must feature Single Sign-On (SSO) integration and multi-factor authentication (MFA) to enhance security and ease of access.

The WIMA must implement controls to ensure humans only log in and block creation and logins from Bots.

The intranet and mobile app must include user profile management to allow employees to control settings, manage notification preferences, and access tailored content based on job roles.

Activity logs and security audits will be regularly performed to monitor user interactions, ensuring both compliance and data protection.

6.2. Website, Intranet and Mobile Application

The CETA website must be an externally-facing platform designed with a responsive, user-friendly interface, integrated with a Content Management System (CMS) to allow for easy updates.

It will include essential functionalities such as news, events, multimedia, and Search Engine Optimisation to reach a broad audience.

The intranet must serve as a secure, internal platform, focusing on employee collaboration and information-sharing with features like document management, announcements, and team communication.

The mobile application must support both website and intranet functionalities on iOS and Android, providing features such as push notifications, offline access, and an optimised mobile experience, while ensuring data security through encryption and regular updates.

6.3. Solution Integration

Solution integration must ensure seamless data exchange and compatibility across all WIMA components.

Secure APIs must be developed and managed to connect the website, intranet, and mobile app with existing internal systems and third-party tools where required.

Single Sign-On (SSO) and authentication services must be implemented across platforms, providing a unified login experience for users.

These integrations must support enhanced functionality, improve data consistency, and enable future scalability as the organisation's digital needs evolve.

6.4. Analytics, Reporting, and Dashboards

Analytics, reporting, and dashboards must provide visualisation of data across all WIMA components to inform decision-making and optimise performance.

Comprehensive analytics must be implemented to track user engagement and movement through the site, including content performance, and key metrics for the website, intranet, and mobile application.

Customisable dashboards will offer administrators centralised views of traffic, usage patterns, and system health.

Automated reporting will provide stakeholders with regular updates, while alerts and notifications will inform administrators of significant events or security incidents, supporting a proactive approach to platform management.

6.5. Hosting

Hosting for the website, intranet, and mobile application must prioritize security, scalability, and performance.

A cloud-based infrastructure (CETA Cloud) e.g. CETA Private Cloud, AWS, Google Cloud, or Azure, must be used for reliability, with auto-scaling and regional redundancy to ensure availability and manage high traffic volumes.

The intranet must be hosted in a secure internal cloud environment (CETA Private Cloud) and or secure virtual private cloud (VPC) and or on a private network, with restricted access.

Security features such as SSL/TLS encryption, firewalls, and DDoS protection must be employed, along with automated backups and disaster recovery plans to safeguard data and minimise downtime across all platforms.

7. REQUIREMENTS

The sections below provide a list of the CETA's requirements for the WIMA environment and associated supporting elements as outlined in the WIMA Concept Operating Model.

Bidders must demonstrate how they will meet these requirements in the provision of their chosen solution to the CETA.

7.1. User Management

- User Profile Lifecycle Management:
    - User profile creation, maintenance, update, status change and archiving.
- User Profile Management
    - Enable users to manage their profiles, update personal information, and manage notifications.
    - For the Intranet, include job-specific details, such as department and role, to support collaboration and communication.
- User Access and Authentication
    - Implement a secure login system with multi-factor authentication and role-based access control across all WIMA components.
    - Support Single Sign-On (SSO) integration to streamline access across the website, intranet, and mobile application.
- User Roles and Permissions
    - Define and implement different user roles with distinct permissions, including admin, editor, and user access levels.
    - Provide customisable access controls based on job roles and requirements, ensuring users only have access to necessary features and information.
- Activity Logs and Security Audits
    - Develop activity logging capabilities to track user actions across platforms for security and compliance.
    - Dashboard capabilities for administrators to review user activities, access history, and any suspicious behaviour.

7.2. CETA Website Development, Management and Maintenance

- Website Development
  - Design a responsive, Search Engine Optimised (SEO), and user-friendly website with an intuitive interface that is consistent across desktop and mobile devices.
  - Implement a Content Management System (CMS) for efficient content updates by non-technical users, supporting features like drag-and-drop page building, media library, and revision tracking.
  - Include core functionalities such as search, news, events, CETA specific requirements and contact forms to engage visitors and provide up-to-date information.
- Content Management and Updates
  - Enable easy updates for website content, with permissions-based access for content creators and editors.
  - Support multimedia integration (images, videos, and documents) and SEO features for website content to boost search visibility.
- Security
  - Ensure data protection through SSL encryption for data in transit and secure databases to protect user data, documents, and sensitive communications.
  - Maintain access control by implementing role-based access, limiting access to certain documents and areas based on user roles within the website.
  - Comply with industry and regulatory standards for data privacy, and include mechanisms for data anonymisation and pseudonymisation when needed.
  - Monitor website activity to detect and mitigate security threats such as unauthorized access attempts, data breaches, and other vulnerabilities.

7.3. CETA Intranet Development, Management and Maintenance

- Intranet Development
  - Develop an employee-centric platform with document sharing, collaboration tools, and internal communication features like announcements and news feeds.
  - Integrate a document management system with version control, secure file sharing, and role-based access to enhance internal knowledge management.
  - Provide communication tools like chat, forums, or message boards to foster collaboration, and include calendar features for company-wide or team-specific events.
- Content Management and Updates
  - Enable easy updates for intranet content, with permissions-based access for content creators and editors.

- Support multimedia integration (images, videos, and documents).

- Security
  - Ensure data protection through SSL encryption for data in transit and secure databases to protect user data, documents, and sensitive communications.
  - Maintain access control by implementing role-based access, limiting access to certain documents and areas based on user roles within the intranet.
  - Comply with industry and regulatory standards for data privacy, and include mechanisms for data anonymisation and pseudonymisation when needed.
  - Monitor intranet activity to detect and mitigate security threats such as unauthorized access attempts, data breaches, and other vulnerabilities.

7.4. CETA Mobile Application Development, Management and Maintenance

- Cross-Platform Functionality
  - Develop a native or cross-platform mobile application for iOS and Android, providing essential website and intranet functionalities.
  - Ensure the app has a streamlined, mobile-optimised UI/UX that is user-friendly and intuitive, leveraging mobile-specific design patterns like swipe gestures and touch-friendly navigation.
- Core Features
  - Integration to the website allowing mobile users to access core website features, including content browsing, event updates, and contact forms.
  - Integration to the intranet to enable employees to access intranet functionalities like news feeds, document management, and team communications.
  - Integrate push notifications to update users on relevant information, such as new content, intranet updates, and company-wide alerts.
- Offline Access
  - Provide limited offline functionality, allowing users to save content and access essential features (such as recent documents or messages) even without an internet connection.
- User Profile and Setting Management
  - Enable users to manage profile settings, notification preferences, and other app configurations within the mobile application.
- Security
  - Ensure data is encrypted both in transit and at rest, with additional measures for user data, documents, and sensitive communications.
  - Implement multi-factor authentication (MFA) for added security when logging into the mobile app, especially for intranet functions.
  - Ensure the mobile application is compliant with relevant privacy regulations and

securely manages personal data.
    - Include session timeouts and re-authentication for idle periods, as well as biometric logins (e.g., fingerprint or face recognition) for enhanced security on supported devices.

7.5. Solutions Integration

- Internal Systems and Tools
    - Integrate the website, intranet, and mobile app with existing internal CETA systems (where required) to streamline operations and ensure data consistency.
    - Enable seamless integration with Microsoft Office 365 to support document collaboration within the intranet.
- API Development and Management
    - Develop and document secure APIs to support data exchange between platforms, enabling scalability and compatibility for future integrations.
    - Secure APIs with role-based access control, logging, and access monitoring to track API usage.
- Third-Party Integrations
    - Integrate third-party services such as social media (for website content sharing), Google Analytics, and customer support tools (e.g. chatbots, live support etc.).
    - Include payment gateways (if required) with Payment Card Industry (PCI) compliance for handling sensitive payment information (where required).
- Single Sign-On (SSO) and Authentication
    - Implement SSO across all platforms for ease of access, integrating with existing identity providers such as Sage, Azure Active Directory, and or Google Identity/Microsoft.

7.6. Analytics, Reporting and Dashboards

- Data Collection and Analytics
    - Implement web and app analytics tools (e.g. Google Analytics, Firebase Analytics, etc.) to gather data on user behaviour, traffic patterns, and engagement metrics.
    - Track KPIs such as page views, Web page section dwell times, user sessions, bounce rates, and conversions to inform decision-making.
- User Engagement and Behaviour Tracking
    - Provide insights into user journeys, identify popular content, and assess areas for improvement across website, intranet, and mobile applications to enhance the user journey.
    - Monitor mobile application engagement with session duration, retention rates, and in-app interactions to optimise user experience.

- Dashboarding for Administrators
    - Develop a centralised dashboard for administrators to monitor the performance of each platform, including website traffic, intranet usage, and app analytics.
    - Allow customisation of dashboards with widgets for tracking metrics such as content performance, system status, and user feedback.

7.7. Hosting

7.7.1 Internet

- Infrastructure and Reliability
    - Use a cloud-based hosting solution (e.g., AWS, Google Cloud, Azure, etc) for flexibility, scalability, and geographic redundancy. (This may either be provided by the
    - Ensure a minimum of 99.9% uptime SLA for high availability, with failover capabilities to minimize downtime.
- Scalability
    - Support auto-scaling to handle traffic spikes, especially during events, promotions, or launches.
    - Content Delivery Network (CDN) integration to distribute content globally, reduce load times, and manage high traffic across regions.
- Security
    - Enable Secure Socket Layer (SSL) certificates to encrypt all data in transit, ensuring a secure HTTPS connection.
    - Ensure firewall protection, Distributed Denial of Service (DDoS) mitigation, and regular vulnerability scanning.
    - Comply with regulatory requirements for user data protection, including data anonymisation and secure data storage.
- Performance Optimisation
    - Support caching (e.g., page and database caching) to reduce server load and speed up response times.
    - Leverage monitoring tools to track performance metrics (load times, server response) and resolve any bottlenecks promptly.
- Backup and Disaster Recovery
    - Set up regular automated backups with easy rollback options to restore in case of data loss or security incidents.
    - Implement disaster recovery solutions with data redundancy across multiple regions or availability zones.

7.7.2 Intranet

- Infrastructure and Access Control
  - Host on a secure internal cloud environment (CETA Cloud) and or private VPN with restricted access, either via an internal network or a secure virtual private cloud.
  - Ensure compatibility with Single Sign-On (SSO) for seamless access and role-based access controls.
- Scalability and Reliability
  - Provide on-demand scalability, particularly to accommodate a growing number of employees or resources.
  - Ensure high uptime SLAs (99.9% or higher) with failover and load-balancing capabilities to maintain continuity.
- Security and Compliance
  - Implement stringent security protocols, including SSL/TLS encryption, firewalls, and access restrictions.
  - Ensure multi-factor authentication (MFA) for employee access, especially for sensitive information.
  - Regularly conduct audits and adhere to data security and privacy regulations relevant to internal information handling.
- Backup and Disaster Recovery
  - Enable automated, encrypted backups for intranet data, with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) to minimise data loss.
  - Include an incident response plan for intranet outages, including offsite or hybrid storage to preserve data integrity.
- Integration with CETA Systems
  - Host on infrastructure that supports secure API integration with other internal systems.
  - Ensure compatibility with internal communication and collaboration tools, such as Microsoft Office 365.

7.7.3 Mobile Application

- Backend Infrastructure
    - Deploy a cloud-hosted backend (AWS, Google Cloud, Microsoft Azure) that scales automatically based on user load and includes regional support for international availability.
    - Utilise a backend as a service (BaaS) or manage services for user authentication, data storage, and push notifications to simplify maintenance and improve scalability.
- Performance and Reliability
    - Set up a robust API infrastructure with load balancing to handle fluctuating user demand and deliver fast response times.
    - Ensure the infrastructure supports rapid data synchronisation, especially for content-heavy mobile apps, ensuring seamless transitions between online and offline use.
- Security
    - Enable end-to-end encryption for all data transmitted between the app, backend, and third-party services.
    - Regularly review and update app hosting security settings to address vulnerabilities, and use secure APIs to restrict unauthorised access.
    - Ensure compliance with data privacy regulations and secure storage for sensitive user data, especially personal identifiable information.
- Push Notification Service
    - Use a scalable push notification service (e.g., Firebase Cloud Messaging or AWS SNS) to support real-time updates and alerts for users.
    - Implement opt-in mechanisms and manage notification preferences within the app to improve user engagement.
- Monitoring and Logging
    - Implement application performance monitoring and logging to track app usage, errors, and crashes, using tools like Firebase Crashlytics or similar.
    - Use logs to analyse and troubleshoot errors, focusing on user experience and prompt issue resolution.

8. DELIVERABLES

Deliverables for the CETA Website, Intranet and Mobile Application development, management and maintenance must include:

1. Project Charter and Project Implementation Plan
2. Detailed approach for the delivery of a Website, Intranet and Mobile Application for the CETA
3. User Management
4. Website (Development, Management and Maintenance)
5. Intranet (Development, Management and Maintenance)
6. Mobile Application (Development, Management and Maintenance)
7. Solutions Integration
8. Analytics, Reporting and Dashboards
9. Hosting for WIMA Components (where required)
10. Data Migration Plan and reporting on its execution and progress
11. Change Management Plan and reporting on its execution and progress
12. Training Materials (Digital) and Training Workshops to be conducted for CETA stakeholders
13. End User Support for the duration of the project
14. Monthly Project Progress update reports
15. Ongoing review, recommendation and enhancements of the WIMA components for the duration of the project

The primary objective of this project to provide the CETA with a Website, Intranet and Mobile Application in conjunction with the required supporting elements.

Bidders are encouraged to showcase any additional offerings relating to WIMA, not specifically outlined in the Deliverables above, in their response to this tender.

9. PROJECT DURATION

The project is expected to run for a period of three (3) Years, from the award and onboarding of a successful bidder.

CETA requires the outlined requirements and deliverables for the full duration of the project.

Project Handover

- Detailed handover of the developed solutions (WIMA Components) are to be made available to the CETA as and when they are completed and or at any point during the course of their development, including all solution documentation and solution blueprints
- Certificate of CETA ownership of all solutions developed during the course of this project, and data migrated into or out of those solutions
- Any solutions developed during the course of this project are to be hosted on the CETA's platforms and or CETA ICT environments (Cloud and or On Premise), unless otherwise agreed by the CETA and service provider
- Detailed reports, analytics and dashboards are to be made available to the CETA as and when they are completed and or at any point during the course of their development
- Any and all recommendations, guidance and support are to be documented and provided to the CETA in an agreed upon format with the appointed service provider

10. INVOICING

A hybrid approach of Time and Materials, and invoicing linked to Deliverables will be followed.

Where the primary outcome of work undertaken by the service provider will be deliverable based, invoicing shall be prepared in alignment to the deliverable/s provided to the CETA.

Where the primary outcome of work undertaken by the service provider will be service based, invoicing shall be prepared in alignment to the time and materials expended in providing the services.

Invoicing may only take place once services and or deliverables have been provided with all necessary supporting documentation proving the completion thereof.

11. PRICING SCHEDULE

PART A: ONCE-OFF DELIVERABLES (Updated during the course of project as and when required) (Prices to be in South African Rands)			
Item No.	**Item Description**	**Deliverable**	**Cost per Deliverable (Ex VAT)**
1.	Project Charter and Project Implementation Plan	1	
2.	Detailed approach for the delivery of a Website, Intranet and Mobile Application for the CETA	1	
3.	Data Migration Plan	1	
4.	Change Management Plan	1	
VAT @ 15%			**R**
TOTAL			**R**

PART B: ONGOING DELIVERABLES (For the duration of the project) (Prices to be in South African Rands)				
Item No.	**Item Description**	**Deliverables**		
		Rate per Hour Year 1 (Ex VAT)	**Rate per Hour Year 2 (Ex VAT)**	**Rate per Hour Year 3 (Ex VAT)**
1	User Management			
	Website			
2.1	Development			
2.2	Management			
2.3	Maintenance			
	Intranet			

PART B: ONGOING DELIVERABLES (For the duration of the project) (Prices to be in South African Rands)				
Item No.	**Item Description**	**Deliverables**		
3.1	Development			
3.2	Management			
3.3	Maintenance			
	Mobile Application			
4.1	Development			
4.2	Management			
4.3	Maintenance			
5	Solutions Integration			
6	Analytics, Reporting and Dashboards			
7	Training Materials (Digital) and Training Workshops			
8	End User Support			
VAT @ 15%		**R**	**R**	**R**
TOTAL		**R**	**R**	**R**

PART C: MONTHLY DELIVERBLES (For the duration of the project) (Prices to be in South African Rands)				
Item No.	**Item Description**	**Deliverables**		
		Cost per Month in Year 1 (Ex VAT)	**Cost per Month in Year 2 (Ex VAT)**	**Cost per Month in Year 3 (Ex VAT)**
1	Hosting for all WIMA Components			
2	Monthly Reporting on all WIMA Components			
3	Monthly Reporting on Change Management (Progress and Updates)			
4	Monthly Reporting on Training Management (Progress and Updates)			
5	Monthly Reporting on Data Migration (Progress and Updates)			
6	Monthly Project Progress Reporting			
VAT @ 15%		**R**	**R**	**R**
TOTAL		**R**	**R**	**R**

PART D: SOLUTION SUBSCRIPTION / MAINTENANCE COSTS (For the duration of the project) (Prices to be in South African Rands)				
Item No.	**Item Description**	**Deliverables**		
		Cost Year 1 (Ex VAT)	**Cost Year 2 (Ex VAT)**	**Cost Year 3 (Ex VAT)**
1	Solution Subscription / Licence Maintenance for the duration of three (3) years			
VAT @ 15%		**R**	**R**	**R**
TOTAL		**R**	**R**	**R**

TOTAL: Part A, Part B, Part C and Part D (Prices to be in South African Rands)				
Item No.	Item Description	Deliverables		
		Cost Year 1 (Ex VAT)	Cost Year 2 (Ex VAT)	Cost Year 3 (Ex VAT)
1	PART A			
2	PART B			
3	PART C			
4	PART D			
VAT @ 15%		R	R	R
TOTAL		R	R	R
TOTAL FOR 3YRS (INCLUSIVE OF VAT)				

NB: Mandatory updates and enhancements to solutions developed during the course of this projects are to be considered on an annual basis by the appointed service provider and are to be specified/developed per the identified need of the CETA. Solution support and maintenance are to be rate-based and must be managed through a dedicated helpdesk as and where required.

- **Please note the hourly rates given above are estimates and are only for comparison and evaluation purposes, they may increase depending on the needs, during the project. The submitted prices must be fixed for a period of twelve months.**

…………………………………….. ..……………………………………………

Signature Date

…………………………………… ………………………………………………

Position Name of Bidder

12. EVALUATION CRITERIA

Please read all evaluation criteria requirements **carefully**. Failure to provide the requested information and or supporting content will result in a loss of evaluation criteria points.

1.1. **Criterion 1** – Functionality

Functionality is worth **85** points. The minimum threshold is **70** points. Applicants who score less than **70** points on functionality will therefore be disqualified.

Bidders must provide cover pages in their bid response indicating which content relates to the following evaluation criteria:

- Reference Letters
- Project Plan
- Technical Proposal
- Project Team Composition

Functionality Evaluation Criteria:

Reference Letters Applicants must have specific experience and submit contactable references of similar work undertaken.	**Total – 10 points**
Reference Letter Requirements • Reference Letters must be on a client's letterhead with contact details provided. (Contact Number, Physical Address and Email) • Reference letters with redacted, or otherwise illegible detail will result in them being found invalid and will not be considered for reference letter points. • Reference letters may not be more than five (5) years old from the date of publication of this tender. **Note:** CETA reserves the right to validate all reference letters provided by the Bidder.	
Reference Letter Points Allocation:	**Points Awarded**
Scoring: • Submission of five (5) or more reference letters meeting CETA requirements. (**10 Points**)	

• Submission of two (2) to four (4) reference letters meeting CETA requirements. (**7 Points**) • Submission of one (1) reference letter meeting CETA requirements. (**1 Point**) • No reference letters meeting CETA requirements submitted. (**0 Points**)	

Project Plan Bidders are required to submit a Project Plan outlining the Scope, Objectives, Timelines, Resources and Tasks to be completed to meet the projects requirements.	**Total – 20 points**
The Project Plan must cover the timelines from inception of the project to its conclusion. The project plan should address elements such as: • Project Initiation • Requirements Gathering and Analysis • Design • Implementation • Testing • Go-Live • Training • Change Management • Support and Maintenance post Go-Live The above serves as an example of elements the CETA expects to see in a Project Plan but may be adapted as required in line with the bidders proposed approach.	
Project Plan Points Allocation:	**Points Awarded**
Clarity and Completeness of the Project Scope Description: The scope should clearly define the project boundaries, deliverables, and the tasks required to meet the objectives. **Scoring:** • Comprehensive, clear scope, including detailed objectives and deliverables with no ambiguity about what is and is not included. (**4 Points**) • The scope is vague or incomplete, leaving room for misunderstanding or scope creep. (**1 Point**) • No scope provided. (**0 Points**)	

Defined and Measurable Objectives Description: The objectives should be clear, measurable, and aligned with the overall project goals. **Scoring:** • Objectives are clearly defined, measurable, and aligned with both business goals and project outcomes. (**4 Points**) • Objectives are vague, unmeasurable, or not aligned with the project's broader goals. (**1 Point**) • No objectives provided. (**0 Points**)	
Feasibility of Project Timelines Description: The project timeline should be feasible and reflect an achievable schedule for all tasks and milestones. **Scoring:** • Timelines are feasible and well-structured, with clear milestones, tasks, and dependencies mapped out. (**4 Points**) • Timelines are overly ambitious or poorly planned, risking project delays. (**1 Point**) • No timelines provided. (**0 Points**)	
Resource Allocation Description: The resources (human, financial, and material) should be allocated appropriately to meet project demands. **Scoring:** • Resources are well-allocated, with clearly defined roles and responsibilities, and a sufficient budget to meet project needs. (**4 Points**) • Resource allocation is insufficient or poorly planned, likely causing delays or budget overruns. (**1 Point**) • No resources provided. (**0 Points**)	
Detailed Task Breakdown	

Description: The project plan should provide a detailed breakdown of tasks, ensuring that each is clearly defined and assigned. **Scoring:** • Tasks are thoroughly detailed, with a clear breakdown, dependencies identified, and alignment with the project's scope, resources, and timeline. (**4 Points**) • Tasks are vague or poorly organized, lacking a clear structure or identification of dependencies. (**1 Point**) • No tasks provided. (**0 Points**)	

Technical Proposal Bidders are required to submit a detailed technical proposal.	**Total – 40 points**
The Technical Proposal must comprehensively demonstrate the bidders ability to provide a solution in alignment with the requirements listed in this document.	
Technical Proposal Points Allocation:	**Points Awarded**
Technical Compliance Description: Demonstrate how the proposed solution meets the requirements outlined in this document and can be implemented within the project's constraints. **Scoring:** • The solution fully meets or exceeds all requirements specifications and demonstrates strong feasibility for implementation. (**10 Points**) • The solution fails to meet key requirement specifications or shows significant feasibility concerns. (**3 Points**) • No technical proposal provided. (**0 Points**)	
Innovation and Scalability Description: Demonstrate any innovative features and explain how your solution can grow and adapt to the CETA's future needs. Include any plans for future updates or improvements. **Scoring:** • The solution demonstrates strong innovation, applying leading technology or	

unique approaches that offer added value, and includes a clear plan for scaling to future demands and accommodating upgrades. (**10 Points**) • The solution shows some innovation and scalability but may rely on more conventional approaches (e.g. monolithic architecture, on premise, batch processing, FTP, Point to Point Integration, Hard Coding etc.) with limited future adaptability. (**7 Points**) • The solution lacks innovation or scalability or provides no clear provisions for future growth or updates. (**2 Points**) • No technical proposal provided. (**0 Points**)	
Performance, Security and Reliability Description: Demonstrate expected performance levels, security protocols, and measures to ensure reliability. This includes uptime, data protection, and backup systems. **Scoring:** • The solution offers excellent performance with well-defined metrics (e.g. Transaction throughput, speed and volume), strong security measures aligned with industry standards (e.g., encryption, multi-factor authentication), and robust reliability features (e.g. 99.9% uptime) (**10 Points**) • The solution meets acceptable performance, security, and reliability standards but may have some limitations (e.g., lower uptime or fewer security measures in place). (**5 Points**) • The solution lacks key performance metrics, has weak or insufficient security protocols, or presents reliability concerns (e.g. less than 99.9% uptime). (**2 Points**) • No technical proposal provided. (**0 Points**)	
Integration and Support Description: Demonstrate the ability of the proposed solution to integrate into other systems and the means by which it does so while remaining secure (e.g. API's and encryption) and outline the support and maintenance provided, including response times and service agreements. **Scoring:** • The solution clearly demonstrates the ability to link to other systems and transfer	

data in a secure manner. A comprehensive support plan with clear SLAs (e.g. 24/7 support, 1-hour response times) and regular maintenance schedules is provided. (**10 Points**) • The solution has significant linking issues, or utilises outdated linking mechanisms (e.g. FTP, Database Integration, Point to Point or Hard Coding of Links), lacks a clear support plan, or offers insufficient maintenance services. (**3 Points**) • No technical proposal provided. (**0 Points**)	

Project Team Composition Bidders are required to submit a proposed project team with resources meeting the requirements of the CETA.	**Total – 15 points**
Project Team Requirements: • A minimum of Six (6) of the Eight (8) The proposed Project Team roles must be comprised of South Africans (Citizen and or Permanent Resident) . • **Certified** copies of South African Identity Documents must be provided for all South African (Citizen and or Permanent Resident) project team members. Failure to provide certified copies of project team member South African identity documents will result in them being found invalid, and they will not be considered for project team composition points. • **Certified** copies of Passports for Non-South African Project Team members must be provided. • Project team members CV's **must** include a summary page indicating the role they will fulfil on the project. (E.g. John Doe, Project Manager, Primary. Jane Doe, Project Manager, Alternate) • Project team members CV's **must** include supporting evidence of having performed work in line with the role they are proposed for on the project. • Project team members must have a minimum of five (5) years' experience in the role they are proposed for on the project. **Project Team Disclaimer:** • Only proposed project team members, and alternates, for which CV's and copies of identity documents or passports are received, will be considered by CETA in the event a bidder is successful. • The successful bidder may not substitute project team members with ones that	

were not included in their original bid response, unless agreed upon by the CETA.	

Project Team Roles:
• Project Manager
• Business Analyst
• Solution Architect (Front and Back End)
• Web Developer/s
• UI / UX Designer/s
• Quality Assurance / Tester
• Change Manager
• Training Manager
 	
Project Team Requirements:
• Project Manager
  ○ Bachelors Degree in Project Management **OR** Information Technology **OR** Business Administration
 	
  AND
  ○ Project Management Institute (PMI)Certification for Project Management Professional **OR**
  ○ Agile Certified Practitioner **OR**
  ○ PRINCE2 Practitioner Certification **OR**
  ○ Scrum Master Certification
 	
• Business Analyst
  ○ International Institute of Business Analysis (IIBA) Certified Business Analysis Professional (CBAP) **OR**
  ○ British Computer Society (BCS) International Diploma in Business Analysis **OR**
  ○ Project Management Institute - Professional in Business Analysis (PMI-PBA)
 	
• Solution Architect (Front and Back End)
  ○ The Open Group Architecture Framework (TOGAF) 9 Certified **OR**
  ○ Amazon Web Services (AWS) Certified Solutions Architect (Professional or Associate) **OR**
  ○ Microsoft Certified: Azure Solutions Architect Expert **OR**
  ○ Google Cloud Platform (GCP) Professional Cloud Architect
 	
• Web Developer/s
  ○ Microsoft Certified: Azure Developer Associate **OR**
  ○ Microsoft Technology Associate (MTA) - Web Development **OR**
  ○ Meta Front-End Developer Professional Certificate **OR**
  ○ World Wide Web Consortium (W3C) Front-End Web Developer Certificate **OR**	

◦ Google Mobile Web Specialist **OR** ◦ Amazon Web Services (AWS) Certified Developer **OR** ◦ Oracle Certified Professional (OCP) Java Developer **OR** ◦ Certified Drupal Developer **OR** ◦ WordPress Developer Certification • UI / UX Designer/s ◦ Nielsen Norman Group (NN/g) User Experience (UX) Certification **OR** ◦ Nielsen Norman Group (NN/g) Interaction Design Specialisation **OR** ◦ Google User Experience (UX) Design Professional Certificate **OR** ◦ Adobe Certified Expert (ACE) in Adobe Experience Design (XD) **OR** ◦ Adobe Certified Expert (ACE) in Adobe Photoshop **OR** ◦ Adobe Certified Expert (ACE) in Adobe Illustrator **OR** ◦ Interaction Design Foundation (IDF) Certification **OR** ◦ Human Factors International (HFI) Certified Usability Analyst (CUA) **OR** ◦ User Experience Qualification Board (UXQB) Certified Professional for Usability and User Experience • Quality Assurance / Tester ◦ International Software Testing Qualifications Board (ISTQB) Expert Level **OR** ◦ International Software Testing Qualifications Board (ISTQB) Advanced Level **OR** ◦ Certified Software Test Engineer (CSTE) - Quality Assurance Institute (QAI) Global Institute **OR** ◦ Information Systems Examinations Board (ISEB) / British Computer Society (BCS) Testing Certification • Change Manager ◦ Prosci Advanced Certified Change Practitioner **OR** ◦ Prosci Certified Change Practitioner **OR** ◦ APM Group (APMG) Change Management Practitioner **OR** ◦ Certified Change Management Professional (CCMP) - Association of Change Management Professionals (ACMP) **OR** ◦ Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) Model Certification **OR** ◦ Chartered Management Institute (CMI) Level 5 Certificate in Change Management • Training Manager ◦ Association for Talent Development (ATD) Certified Professional in Talent Development (CPTD) **OR** ◦ Association for Talent Development (ATD) Associate Professional in Talent Development (APTD) **OR** ◦ Chartered Institute of Personnel and Development (CIPD) Level 5 Diploma in Learning & Development **OR** ◦ Kirkpatrick Four Levels® Certification **OR**	

○ Certified Technical Trainer Plus (CTT+) - Computing Technology Industry Association (CompTIA)	
Project Team Points Allocation:	**Points Awarded**
Scoring: • Eight (8) or more Valid CETA Project Team requirements have been met, with suitable CVs for required role experience are provided for the Project Team Roles. (**15 Points**) • Five (5) to Seven (7) Valid CETA Project Team requirements have been met, with suitable CVs for required role experience are provided for the Project Team Roles. (**10 Points**) • Three (3) to Four (4) Valid CETA Project Team requirements have been met, with suitable CVs for required role experience are provided for the Project Team Roles. (**5 Points**) • Less than Two (2) Valid CETA Project Team requirements have been met, with suitable CVs for required role experience are provided for the Project Team Roles. (**0 Points**)	

12.2. Criterion 2 – Demonstration / Presentation

Bidders who score 70 points or more on functionality will be invited for Demonstration / Presentation of their proposed solution/s.

Demonstration / Presentation will be worth 15 points and bidders need to score a minimum of 12 points to be further evaluated on price and preference. Bidders who score less than 12 points will be disqualified.

Bidders' demonstrations must align to and showcase requirements listed in **Section Seven (7) of this Document.** Evaluators will score bidders based on the above-mentioned requirements.

Refer to the Rating Scale table in this section for clarification on the Excellent, Good, Acceptable, Minor Reservations, Serious Reservations and Unacceptable ratings.

Demonstration / Presentation Criterion	Total Points - 15
PART A – Previous successfully implementations of end-to-end capabilities for Website/s (**5 points**) • Demonstration / Presentation on the Solution implementation ○ Excellent – **5 points** ○ Good – **4 points** ○ Acceptable – **3 points** ○ Minor Reservations – **2 Point** ○ Serious Reservations – **1 Point** ○ Unacceptable – **0 Points**	
PART B – Previous successfully implementations of end-to-end capabilities for Intranet/s (**5 points**) • Demonstration / Presentation of previous successful implementations ○ Excellent – **5 points** ○ Good – **4 points** ○ Acceptable – **3 points** ○ Minor Reservations – **2 Point** ○ Serious Reservations – **1 Point** ○ Unacceptable – **0 Points**	

PART C – Previous successfully implementations of end-to-end capabilities for Mobile Application/s (**5 points**)
• Demonstration / Presentation of previous successful implementations
    ○ Excellent – **5 points**
    ○ Good – **4 points**
    ○ Acceptable – **3 points**
    ○ Minor Reservations – **2 Point**
    ○ Serious Reservations – **1 Point**
    ○ Unacceptable – **0 Points**	

Rating Scale that CETA Bid Evaluation Committee (BEC) Members may utilise:

Rating	Definition	Score
Excellent	**Exceeds** the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	**5**
Good	**Satisfies** the requirement with **minor additional benefits**. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	**4**
Acceptable	**Satisfies** the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	**3**
Minor Reservations	Satisfies the requirement with **minor reservations**. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	**2**
Serious Reservations	Satisfies the requirement with **major reservations**. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	**1**

Rating	Definition	Score
Unacceptable	**Does not meet the requirement**. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	**0**

12.3. Criterion 3 – Price and Preference Evaluation

Bidders who score a minimum of 12 points or more on Criterion 3: Demonstration / Presentation will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor and specific goals allocated points). As per the table below, price is evaluated over 80 points and preference points over 20:

The specific goals allocated points	**Criteria**	**Number of points allocated.** **(80/20 system)**	**Number of points claimed(80/20 system)** **(To be completed by the bidder)**	**Form of evidence**
B-BBEE contribution level score of the bidder	B-BBEE Level 1	10		CIPC document, valid BBBEE certificate/sworn affidavit.
	B-BBEE Level 2	8		
	B-BBEE Level 3	6		
	B-BBEE Level 4	4		
	B-BBEE Level 5-6	2		
	B-BBEE Level 7-8	1		
	Non-compliant contributor	0		
CETA transformation strategic position to empower designated	100% - 51% Women Ownership	5		CIPC document, valid BBBEE certificate/sworn
	51% - 35% Women Ownership	3		

groups in line with the Transformation Policy	35% - 20% Women Ownership	1		affidavit and CSD report
	100% - 51% Youth Ownership	5		
	51% - 35% Youth Ownership	3		
	35% - 20% Youth Ownership	1		

Whilst CETA is issuing this invitation in good faith, it reserves the right to cancel or delay the selection process at any time without providing reasons therefore and reserves the right not to select any of the respondents to this invitation.

BID NO: 010 - 2025/2026 terms of reference were approved as follows:

Name……………………………...Signature:…………………………….Date:……………………………
BSC Chairperson

13. ADMINISTRATIVE ENQUIRIES

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management Unit

Contact Person: Dr Sibusiso Sifunda

Tel: 011 265 5901

E-mail: scmtenders1@ceta.co.za and CC Sibusisos@ceta.co.za

Kindly note that your technical enquiries will be facilitated by SCM between the service provider and the relevant CETA project lead.

SBD 1 - PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	BID NO: 010 – 2025/2026	CLOSING DATE:	29 DECEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEVELOPMENT, MANAGEMENT AND MAINTENANCE SERVICES FOR THE CETA WEBSITE, INTRANET AND MOBILE APPLICATION TO THE CETA FOR A PERIOD OF THREE (3) YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
CETA Head Office 52 on 14th Road Noordwyk Midrand					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

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

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

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

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

2.1 "Acceptable bid or acceptable quotation" means a bid or quotation which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.

2.2 "Black people" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)

2.3 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.4 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.5 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through and advertised competitive bidding processes or proposals;

2.6. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.7. "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8. "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in procession of a proof of disability.

2.9. "EME" means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. "Locality" means that the enterprise has either its head office or an operational office located in a township or rural area AND they are in procession of a municipal account, not older than three months for that location.

2.11. "military veteran" means has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

2.12. "Ownership" of an enterprise has the meaning defined in the Ownership Element of the B-BBEE Amendment Act of 2013 and the codes of good practice. This includes exercisable voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes).

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

2.14. "**Proof of B-BBEE status level of contributor**" means:

a) B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
c) A CIPC B-BBEE certificate; or
d) Any other requirement prescribed in terms of the B-BBEE Act.

2.15. **Proof of Disability**" means:

a) A completed SARS "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;
b) A medical report and functional assessment report confirming the disability; or
c) A SASSA disability grant.

2.16. "**Proof of Locality**" means:

a) A municipal rates invoice in the name of the company submitting the quotation that has been issued within the last three months;
b) An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address;
c) A signed lease with a property owner located in that municipality/township (CETA may request a recent statement from the landlord);
d) A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and name of the company or director's name

2.17. "**Proof of Military Veteran**" means a:

a) Military veteran certificate as issued by the Department of Military Veterans in the name of the individual; or
b) Military veteran certificate as issued by the Department of Military Veterans in the name of the company.

2.18. "**Proof of Ownership**" means:

a) The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).

2.19. **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.20. "**Rand value**" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

2.21. "**Specific Goals**" means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

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

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

2.24. **"township"** has no formal definition but is commonly understood to refer to the underdeveloped, usually (but not only) urban, residential areas that during Apartheid were reserved for non-whites (Africans, Coloureds and Indians) who lived near or worked in areas that were designated 'white only' (under the ...

2.25. "**Youth**" means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

…………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………………
DATE: ……………………………………………………………

ADDRESS: ……………………………………………………………

……………………………………………………………

……………………………………………………………
……………………………………………………………

SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

CAPACITY …………………………….

SIGNATURE ……………………………

NAME OF FIRM ……………………………

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…………………………………………… in my capacity as……………………..……………………………….. accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1 ………………………………….

2 …..……………………………..

DATE: ………………………………

GENERAL CONDITIONS OF CONTRACT

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

To ensure that clients be familiar regarding the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock 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 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 the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, Commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and Submission of a bid.

Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested, or analysed 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 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' 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 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 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 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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27.Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of Liability	28.1	Except in cases of criminal negligence or wilful Misconducts, and in the case of infringement pursuant to Clause 6: (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that

this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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.

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