

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-20/21-0005

STANDARD BIDDING DOCUMENT: TO REQUIRE REPUTABLE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID 58761) WITH 140 MINIMUM CREDITS FOR DURATION OF 12 MONTHS.

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

P.Feju
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524

Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date:

15 MARCH 2021

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-20/21-0005	CLOSING DATE:	15 MARCH 2021	CLOSING TIME:	11:00
DESCRIPTION	TO REQUIRE REPUTABLE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID 58761) WITH 140 MINIMUM CREDITS FOR DURATION OF 12 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MS. S. TACHI	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4307	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Sibusisiwe.tachi@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**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, 2017, 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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

5.1 Bidders who do not meet the requirements in respect of B-BBEE Status Level of Contribution must complete the following declaration.

6. B-BBEE STATUS OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 7.1 AND 7.2

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

7. SUB-CONTRACTING

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

(Tick applicable)

YES NO

7.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted?
- ii) The name of the contractor.....
- iii) The B-BBEE status of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable)

YES NO

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

Designated Group: A	which is at least 51% owned	EME √	QSE √
Black people			
Black people who are young			
Black people who are women			
Black people with disabilities			
Black people living in rural and underdeveloped areas or townships			
Cooperative owned by black people			

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

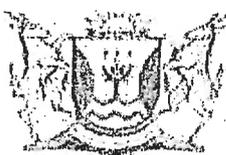
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade 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.



Province of the
EASTERN CAPE
EDUCATION

CHIEF DIRECTORATE: CURRICULUM

TERMS OF REFERENCE

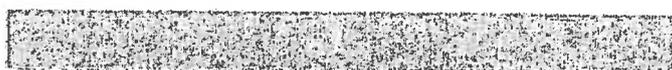
BID NUMBER:	SCMUG – 20/21:0005
DESCRIPTION:	To require reputable accredited training providers to train Pre-Grade R practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development (Qualification ID number 58761) with 140 minimum credits for duration of 12 months
PUBLISH DATE:	19 February 2021
VALIDITY PERIOD:	120 days from the closing date
CLOSING DATE:	15 March 2021
CLOSING TIME:	11h00
COMPULSORY BRIEFING SESSION:	Date: Time: 11h00 Address:
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the ECDoE, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.

BIDDER'S NAME:

building blocks for growth



Kwazi-inkqubo



TERMINOLOGY

ECDoE / Department means Eastern Cape Department of Education.

SCM means Supply Chain Management.

VAT means Value Added Tax.

SLA means Service Level Agreement.

ETQA means Education and Training Qualifications Authority.

ECD means Early Childhood Centers.

EPWP means The Expanded Public Works Programme.

CIPRC means Company Intellectual Property Commission.

1. BACKGROUND

1.1 The Expanded Public Works Programme (EPWP) is a key Government programme which was endorsed by the Framework for South Africa's response to the International Economic Crisis and aims to contribute significantly towards the alleviation of unemployment and poverty through the creation of labor-intensive work opportunities and skills development through appropriate training.

1.2. All spheres of Government have a crucial role to play in the creation of work opportunities. Department of Education is mandated to provide training on an ECD qualification as well as stipend for the training period to the identified Pre-Grade R practitioners from registered community based ECD centers.

2. BID OBJECTIVES

The Eastern Cape Department of Education herein referred to as ECDoE requires reputable accredited training

providers to train Pre-Grade R practitioners that are based in Community ECD Centers, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development (Qualification Identification number 58761) with 140 minimum credits for duration of 12 months.

3. DURATION

3.1 The contract shall be for a period of three (3) years subject to budget availability and mandate. An additional twelve (12) months will be given to the service provider to round up all the administrative processes and certification only excluding the training. The payment of the Service Provider for the certification of Practitioners that were taught in year 3 (three) will only occur after the certification process has been completed to the satisfaction of the ECDoE.

3.2 The ECDoE will provide the number of practitioners to be trained for each year subject to budget availability and mandate.

3.3 Tuition/contact time will be on Saturdays and during school holidays for block training.

4. SCOPE OF WORK

FACILITATION

The Service Provider must:

4.1 Conduct pre-assessment of learners before the final selection of the learners.

4.2 After pre-assessment, selected learners will be loaded onto the ETDP SETA learner enrollment system. This will assist in determining whether learners are either studying with other companies or are already in possession of the relevant qualification.

4.3 Facilitate the structured learning component of the course.

4.4 Provide learner support to ensure learners attain the required number of credits within the expected time frames.

4.5 Identify learners with special educational and training needs and develop mechanisms to address these needs.

4.6 Monitor and evaluate internal moderation processes.

4.7 Provide lunch for the practitioners on the days of training. Lunch should be rice/ samp /pap, two veges and meat together with juice. Meat can either be chicken/mutton/beef/pork.

4.8 Ensure that external moderation of the assessment results is concluded and forward reports of such to the relevant Education and Training Qualifications Authority (ETQA).

4.9 Issue certificates of the qualification awarded by the relevant ETQA and organize the Graduation Ceremony if circumstances permit.

4.10 NUMBER OF PRACTITIONERS PER DISTRICT

The following number of candidates is expected to be trained at each district per year. Each district will have a service provider contracted particularly for it.

NO	DISTRICT	NUMBER
1	ALFRED NZO EAST	30
2	ALFRED NZO WEST	30
3	AMATHOLE EAST	30
4	AMATHOLE WEST	30
5	BUFFALO CITY MUNICIPALITY	30
6	CHRIS HANI EAST	30
7	CHRIS HANI WEST	30
8	JOE GQABI	30
9	SARAH BAARTMAN	30
10	O R TAMBO COASTAL	30
11	O R TAMBO INLAND	30
12	NMMB	30
TOTAL		360

PLEASE NOTE: The number of practitioners to be trained per year may be less than the allocation above, depending on need and budget availability. The ECDoE therefore, reserves the right to award this tender in part, full or not at all.

5. Duties and Responsibilities of the Service Provider:

The Service Provider must:

- 5.1 Upload learner data for registration and learner achievements data to the ETQA website or portal.
- 5.2 Establish and maintain the learner and employer database.
- 5.3 Monitor learner progress and deal with problems related to provisioning.

5.4 Submit monthly attendance reports by the 7th of the following month. This will assist the ECDoE in the payment of stipend since this is paid to practitioners who regularly attend the training.

5.5 Submit comprehensive quarterly reports including attendance registers, progress of learner, shortcomings, highlights and a final report to include lessons learnt and recommendations to the ECDoE and learner progress.

5.6 Assist the ECDoE in conducting induction programmes for learners and employers.

5.7 Ensure that the learner progress is assessed and moderated in order to give good results.

In addition, the service provider must:

5.7.1. Submit quarterly reports with payment invoices.

5.7.2. Develop implementation plans with time frames for the structured learning.

5.7.3 Develop a payment schedule that reflects the amount to be claimed for each phase of training.

6. ELIMINATION CRITERIA

Pre-qualifications requirements

6.1 Bidders will be disqualified if they fail to:

6.1.1 Sign and fully complete the SBD 1, SBD4, SBD8 and SBD9,

6.1.2 Submit audited financial statements from a registered and reputable auditing firm/ accountant for the period of three (3) years from 2017, 2018 and 2019,

6.1.3 Submit a learning programme approval for the learning programmes you are accredited for with the workplace component clearly defined in terms of every unit standard.

6.1.5 Must submit a valid accreditation certificate from the accrediting body, ETDP-SETA for the relevant learning program.

6.1.6 Submit an original valid tax clearance certificate from SARS.

6.1.7 Submit certified CIPRC registration documents.

6.1.8 Submit certified copies of identity documents of the shareholders/directors.

7. EVALUATION OF THE BID

7.1 The bid proposals shall be evaluated in accordance with the 80/20 principle.

Points awarded for B-BBEE Status Level of Contribution

To require reputable accredited training providers to train Pre-Grade R practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development.

In terms of Regulation 4 of the Preferential Procurement Policy Framework Act No 5 of 2000, responsive bidders will be adjudicated by the state on 80/20 preference point system In terms of which points are awarded to bids as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
A	20
B	18
C	16
D	12
E	8
F	6
G	4
H	2
Non-compliant contributor	0

Bidders must submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit as applicable. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

To require reputable accredited training providers to train Pre-Grade R practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development.

8. EVALUATION PROCESS

8.1 Process

- 8.1.1 All proposals submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the scope of work, according to the Evaluation Criteria.
- 8.1.2 Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points.
- 8.1.3 In terms of Regulation 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and Preferential Procurement Regulation 2017, responsive bidders will be adjudicated by the state on 80/20 preference point system, eighty (80) points will be allocated for price and twenty (20) points for B-BBEE status level.
- 8.1.4 The responsive bids will be evaluated in three stages. stage one (1) is pre-qualification and administrative evaluation, stage two (2) is functionality, and stage three (3) is pricing and preference points.
- 8.1.5 Bids which have met all the compliance requirements will be evaluated according to the adjudication criteria as described herein.
- 8.1.6 Only bidders who score 70% in functionality will be considered for further adjudication.

9. STAGE 1: Initial Screening Process

- 9.1.1 During this phase, bid responses will be reviewed for purposes of assessing compliance with terms of reference requirements including the general bid conditions and requirements, and
- 9.1.2 Bidders must ensure that special conditions of the contract are met and where required evidence must be submitted together with the bid.
- 9.1.3 Failure to meet the special conditions of the contract will lead to disqualification of the bidder.

10. STAGE 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional Criteria as follows:

10.1. FUNCTIONALITY EVALUATION

- 10.1.1 Bidders must achieve a minimum of 70% of the total available points for functional merit to be admitted to the financial evaluation.
- 10.1.2 The functionality evaluation phase of this proposal shall include whereby the proposals will be evaluated in terms of the documentation contained in the proposal documents and assessed according to the criteria in the table
- 10.1.3 The minimum qualifying score for functionality will be 70 points and proposals that fail to

achieve the minimum qualifying score will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY		
A.	Experience and expertise in providing similar services. Please provide a minimum of four (4) reputable, contactable reference where similar services were delivered. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract.		
	Points will be allocated as follows:	Points 20 (maximum)	
	4 Contactable references with 5 and more years.	20	A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.
	4 Contactable references with 3 to 4 years.	15	
	4 Contactable references with 1 to 2 years' experience.	10	
No experience	0		
B.	Project plan for the delivery of the programme/qualification	Points 40 (maximum)	
	<ul style="list-style-type: none"> • Structure including time frames • Method and delivery including site visits, • Method of assessment • Learner support plan including resources, tutorial handouts. • Fee structure 	40	If one or more requirements for project plan is excluded, zero points will be awarded.
	Qualifications and Experience	Points 30 (maximum)	
	Facilitators (relevant experience facilitating the learning programme) =5	30	You are required to provide certified copies of qualification of staff members and proof of registration with
	Assessors (relevant experience		

To require reputable accredited training providers to train Pre-Grade R practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development.

<p>facilitating the learning programme) =5</p> <p>Moderators (relevant experience facilitating the learning programme) =5</p> <p>NB: Facilitator, Assessor and Moderator must all have 5 or more experience. If any of the above have less it will fall in a category of the person with the lowest experience.</p>		<p>relevant regulatory bodies where applicable</p>
<p>Facilitators (relevant experience facilitating the learning programme) = 4 to 3</p> <p>Assessors (relevant experience facilitating the learning programme) = 4 to 3</p> <p>Moderators (relevant experience facilitating the learning programme) = 4 to 3</p> <p>NB: Facilitator, Assessor and Moderator must all have 3 or more experience. If any of the above have less it will fall in a category of the person with the lowest experience.</p>	<p>25</p>	
<p>Facilitators (relevant experience facilitating the learning programme) =1 to 2</p> <p>Assessors (relevant experience facilitating the learning programme) =1 to 2</p> <p>Moderators (relevant experience facilitating the learning programme) = 1 to 2</p> <p>NB: Facilitator, Assessor and Moderator must all have 1 or more experience. If</p>	<p>15</p>	

To require reputable accredited training providers to train Pre-Grade R practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development.

	any of the above have less it will fall in a category of the person with the lowest experience.	
	Facilitators (relevant experience facilitating the learning programme) =0 to 1 Assessors (relevant experience facilitating the learning programme) =0 to 1 Moderators (relevant experience facilitating the learning programme) = 0 to 1	
C	Financial viability Attach 3 years audited financial statements, 2017, 2018, 2019	10
TOTAL POINTS		100

11. BID CONDITIONS

- 11.1 Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 11.2 ECD&E reserves the right to award the bid in whole or partially,
- 11.3 ECD&E reserves the right not to award the bid,
- 11.4 The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Panel,
- 11.5 Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals,
- 11.7 Bids must be delivered by the stipulated time to the correct address and late bids shall not be accepted for consideration,
- 11.8 All bids must be submitted on the official forms provided not to be re-typed or online,
- 11.9 Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes),
- 11.10 B-BBEE certificate or sworn affidavit for B-BBEE must be submitted with the bidding documents,
- 11.11 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential procurement regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract,
- 11.12 Bidders must ensure compliance with their tax obligations,
- 11.13 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 11.14 All supporting documentation and manuals submitted with its bid will become ECD&E's property unless otherwise stated by the bidder/s at the time of submission.

12 SPECIAL CONDITIONS

- 12.1 A bid not complying with the minimum requirements stated hereunder will be regarded as not being an "Acceptable bid" and as such will be rejected,

- 12.2 If any pages have been removed from the bid document or have not been submitted,
- 12.3 If the bid document is completed using a pencil. Only black ink must be used to complete the bid Document,
- 12.4 Bidders are requested to submit one (1) original and two (2) copies of their proposals indexed and separated for ease of reference,
- 12.5 The bid has not been properly signed by a party having the authority to do so,
- 12.6 A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted,
- 12.7 Bid offer will be rejected if a bidder or any of the directors is listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State,
- 12.8 Bid offers will be rejected if the bidder has abused the ECDoE's Supply Chain management System,
- 12.9 Failure to complete and sign the certificate of independent determination or disclosing of wrong information,
- 12.10 The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 12.11 This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document,
- 12.12 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 12.13 Failure to attach a valid accredited ETDP-SETA on Further Education and Training Certificate in Early Childhood Development (Qualification Identification number 58761)

13 OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

13.1 Contract Information

- 13.1.1 The awarded bidders are expected to have the bid document and be well versed with it at all times as this is a binding document.
- 13.1.2 Bidders have the opportunity to dispute the awarding of the tender within five (5) days after award failing which the ECDoE will not accept any disputes thereafter.
- 13.1.2 The ECDoE reserves the right to request the Service Provider who has been awarded the contract to delay or postpone commencement with the contract within 5 (five) days in the event of a dispute being lodged.

13.2 Unsatisfactory performance

13.2.1 Due to the importance attached by the ECDoE to this bid, successful bidders will be expected to observe the bid conditions contained in this specification as well as the time frames relating to the deliverables;

13.2.2 The ECDoE may terminate the Agreement with immediate effect and without prior notice to the Service Provider in the event of any of the following:

13.2.2.1 Food poisoning resulting from the consumption of the service Provider's food and or,

13.2.2.2 Failure to comply with Health and Safety requirements on the site and in the preparation of food.

13.2.3 Bidders are therefore requested to take note of all the clauses of the specifications in this Invitation to the bid;

13.2.4 The ECDoE reserves the right to exercise a breach of contract clause as stipulated in the General Conditions of Contract (GCC), should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so, this excludes cases that can be mutually agreed upon to be beyond reasonable control of the catering company and could be viewed to be a supervening impossibility to perform.

13.2.5 The Validity period for the tender after closure will be 120 days.

14 FORMAT AND SUBMISSION OF BIDS

14.1 Bidders are requested to submit one (1) original and two (2) copies of their proposals indexed and separated for ease of reference.

14.2 Bidders must submit their bids before or on the stipulated closing date and time. Late bids shall not be considered;

14.3 Bidders are requested to submit their bids in the following manner:

14.4 Functionality proposal should be submitted in a separate envelope clearly marked "TECHNICAL PROPOSAL";

14.5 The price proposal should be submitted in a separate envelope clearly marked "FINANCIAL PROPOSAL"

15 CONTRACT ADMINISTRATION

- 15.1 Successful bidders must advise the Supply Chain Management Unit (Contract Management) immediately when unforeseeable circumstances will adversely affect the execution of the contract,
- 15.2 Full particulars of such circumstances as well as the period of delay must be furnished,
- 15.3 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

16 ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwellitsha
KING WILLIAM'S TOWN

Submissions can be delivered into the tender box between 08h00 and 16h30 Monday to Friday prior the closing date of 15 March 2021

Submissions should be in a sealed envelope marked the name of the PROPOSAL NUMBER SCMUG-20/21:0005

17 CLOSING DATE AND TIME

The closing date is 15 March 2021 at 11h00. No late submission will be accepted.

18 BID ENQUIRIES AND CONTACT PERSON

No telephonic or any other form of communication relating to this proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE PROPOSAL.

19 REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid document and Information may be directed to the following officials:

Technical Enquiries:

Ms S Tachi

Tel: 040 608 4307

Email address: Sibusiswe.tachi@ecdoe.gov.za

Bid Enquiries:

Mr P Nxozana

Tel 040 608 4524

Fax: 040 608 4663

Email address: pakamile.nxozana@ecdoe.gov.za

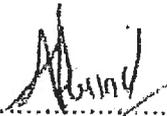
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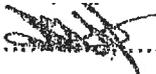
Chairperson:
Bid Spec Committee

26/01/2021
Date



Member: Departmental Bid Spec Committee

26/01/2021
Date



Member: Departmental Bid Spec Committee

26/01/2021
Date

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Member: Departmental Bid Spec Committee

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Member Departmental Bid Spec Committee

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Acting Superintendent-General
~~Mr. P. Tywolski~~ Dr. A.J. NUKU

3/2/2021
Date