Head Office:
Eco Glades 2, 420 Witch Hazel Avenue, Eco Park, Centurion, 0169
Private Bag X31, Highveld Park, 0169
Tel: +27 12 003 1400 I Fax: +27 12 661 0074
Email: clientsupport@fpb.org.za I Website: www.fpb.org.za

Film and Publication Board™

REQUEST FOR TENDER

RFT NUMBER:	**RFT 08 2020/21**
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER FOR STANDARD TRAINING PROGRAM**
PUBLICATION DATE:	**25 May 2021**
VALIDIY PERIOD:	**90 DAYS FROM THE CLOSING DATE**
CLOSING DATE:	**31 May 2021**
CLOSING TIME:	**11:00**
NON-COMPULSORY BRIEFING SESSION	**14 May 2021 at 11:00** **MEETING LINK TO BE REQUESTED on tenders@fpb@org.za**
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	**ECO GLADES 2,** **420 WITCH HAZEL AVE,** **ECO PARK, CENTURION 0169**
SCM INQUIRIES: **For all bidding related enquiries**	**Ms. THATO MOREMI** **E-mail: tenders@fpb.org.za**
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including VAT): R	

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TENDER INSTRUCTIONS

1. Bid documents should be completed with a black pen.
2. All pages of the tender documents should be initialed.
3. Tender documents should be fully completed.
4. All the necessary supporting documents should be attached to the tender documents.
5. On submission of bids, bidders should ensure that they sign a bids submission register at reception.
6. Bidders should ensure that along with the original bid documents, they should submit a USB and relevant supporting documents.
7. Late or telegraphic tenders, and those tenders not deposited in the relevant tender box, will NOT be accepted.
8. Briefing session is not compulsory
9. Bids submitted without below mentioned supporting documents will NOT be considered:
    - Detailed proposal,
    - Detailed company profile,
    - Track records/references,
    - Proof of company registration,
    - Proof of registration on Central Supplier Database (CSD)
    - Proof of company address (not more than 3 months old),
    - Valid original tax clearance certificate as detailed in the tender advertisement
    - Latest Audited Annual Financial Statements (AFS)
    - Required Standard Bidding Documents

Companies with the assistance of their legal representative. All companies should provide documents as state at point 9.
A joint BBBEE certificate with a joint contribution level should be obtained if bidders wish to claim BBBEE points (only if bid jointly or as a consortium)

Guide 80/20 and 90/10 procurement

10. 80/20 refers to procurement above R 30 000.00 (refer to SBD6.1)

11. Bids not scoring minimum points in terms of functionality will not be considered for the next evaluation phase (80/20 preferential point system).

12. All clarity seeking questions and enquiries should be directed to Supply Chain Management Division so that important information can be shared with other bidders.

Email: tenders@fpb.org.za

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*FPB)*					
BID NUMBER:	RFT08 2020_21	CLOSING DATE:	31 May 2021	CLOSING TIME:	11:00a.m.
DESCRIPTION	Appointment of a standard training provider				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED @ THE FPB RECEPTION AREA					
420 Witch Hazel Avenue, Eco Park					
Eco Glades 2 Centurion					
0169					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Thato Moremi	CONTACT PERSON	Thato Moremi
TELEPHONE NUMBER	012 003 1400	TELEPHONE NUMBER	012 003 1400
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Tenders@fpb.org.za	E-MAIL ADDRESS	Tenders@fpb.org.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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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]			

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER 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, 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 3.1: PRICING SCHEDULE

Name of bidder: ……………………	**BID NUMBER:…………………………. Closing Time 11:00**

PLEASE NOTE: OFFER TO BE VALID FOR…90 DAYS FROM ……………………….(THE CLOSING DATE OF BID).

The bidder must provide the total price for standard Training Program
This annexure should be completed and signed by the Bidder's authorised personnel as indicated below: If applicable each year

1 Please indicate your total bid price here: R………………………………… (Incl of VAT) (compulsory)

2 Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

3 NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

4 Are the rates quoted firm for the full period of the contract?

YES	NO

5 Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate clearly, which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam
Having read through and examined the Tender Document, Tender no 08 2020/21, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide, for the total tendered contract sum of:
R ____ (including VAT)

In Words: R____ (including VAT).

We confirm that this price covers all service to standard training program services, including but not limited to the supply of all required. We confirm that the FPB will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.
We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender. We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED ______________________________ DATE: ______________

(Print name of signatory) ______________________________

Designation ______________________________

FOR AND ON BEHALF OF: COMPANY NAME ______________________________

Tel No ______________________________

Fax No ______________________________

Cell No ______________________________

SBD 4: Declaration of Interest

1 Declaration of interest

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

1.1.1 the bidder is employed by the state; and/or

1.1.2 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, shareholder) _____________________

2.4 Company registration number ____

2.5 Tax reference number ____

2.6 VAT registration number ____

2.7 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.

"*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.

2.7.1 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.

2.8 Are you or any person connected with the bidder presently employed by the state? | YES | NO |

2.8.1 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 employ

____

Position occupied in the state institution:

____

Any other particulars:

____

____

____

2.8.2 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 |

2.8.2.1 If yes, did you attached proof of such authority to the Bid document? | YES | NO |

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

2.8.2.2 If not, furnish reasons for non-submission of such proof:

____

____

2.9 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 |

2.9.1 If so, furnish other particulars:

____

____

____

2.10 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 | YES | NO |

2.11 be involved with the evaluation and or adjudication of this bid?

2.12 If so, furnish other particulars:

____

____

____

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

YES	NO

2.13.1 If so, furnish other particulars

____

____

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

YES	NO

2.14.1 If so, furnish other particulars

____

____

____

3 Full details of directors / trustees / members / shareholders

Full name	Identity Number	Personal tax reference number	State employee number / Persal number

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 IN TERMS OF PARAGRAPH 23 OF THE GCC 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 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:

a) The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

b) 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) 80/20 **preference point system will be applicable to this tender Points for this bid 1.3**

1.3 shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows: (The applicable preference point system will be effected)

	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.

2 DEFINITIONS

a) **“B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) “**Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

e) “**EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f) **“functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents**.**

g) “**prices”** includes all applicable taxes less all unconditional discounts;

h) **“proof of B-BBEE status level of contributor**” **means:**

B-BBEE Status level certificate issued by an authorized body or person
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
Any other requirement prescribed in terms of the B-BBEE Act;

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

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

3 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5 BID DECLARATION

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

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

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

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

7 SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	

7.2 If yes, indicate:

i) **What percentage of the contract will be subcontracted............……………….…………%**

ii) **The name of the sub-contractor……………………………………………………………..**

iii) **The B-BBEE status level of the sub-contractor...................................……………..**

iv) **Whether the sub-contractor is an EME or QSE**

(Tick applicable box)

YES		NO	

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

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

8 DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:……………………………………………………………………………

8.3 Company registration number:……………….……………………………………….……………………

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………

………

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

………………………………………. SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………….. ADDRESS……………………………………..………………. ……………………..……………………………………………	WITNESSES 1. …………………………………….. 2. ……………………………………..

SBD 8 : Declaration of Bidders Past Supply Chain Practices

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all Bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The Bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the RSA) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

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**

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Standard Bidding Document (SBD) must form part of all Bids[1] invited.

1. 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.
2. 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:

2.1 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.

2.2 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.

3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

the undersigned, in submitting the accompanying 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.

(Bid number and description)

in response to the invitation for the bid :

____

(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 authorised 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 authorised 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 organisation, 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 consortium[3] 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)

[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.

(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.

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**

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 GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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1. Definitions
2. The following terms shall be interpreted as indicated:

a. "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.

b. "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.

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

d. "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.

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

f. “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.

g. “Day” means calendar day.

h. “Delivery” means delivery in compliance of the conditions of the contract or order.

i. “Delivery ex stock” means immediate delivery directly from stock actually on hand.

j. “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.

k. "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.

l. “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.

m. “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.

n. “GCC” means the General Conditions of Contract.

o. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

p. “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.

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

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

s. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

t. “Project site,” where applicable, means the place indicated in bidding documents.

u. “Purchaser” means the organisation purchasing the goods.

v. “Republic” means the RSA.

w. “SCC” means the Special Conditions of Contract.

x. “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.

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

3. Application

a. 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.

b. Where applicable, SCC are also laid down to cover specific supplies, services or works.

c. Where such SCC are in conflict with these general conditions, the special conditions shall apply.

4. General

a. 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.

b. 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

5. Standards

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

6. Use of contract documents and information; inspection
    a. 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.
    b. 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.
    c. 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.
    d. 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.

7. Patent rights
    a. 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.

8. Performance security
    a. 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.
    b. 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.
    c. 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:
        i. 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

ii. a cashier's or certified cheque

d. 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.

9. Inspections, tests and analyses

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

b. 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 FPB or an organisation acting on behalf of the FPB.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

10. Packing

a. 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.

b. 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.

11. Delivery and documents

a. 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.

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

12. Insurance

a. 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.

13. Transportation

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

14. Incidental services

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

   i. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

   ii. furnishing of tools required for assembly and/or maintenance of the supplied goods;

   iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

   iv. 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

v. 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.

15. 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.

16. Spare parts

a. 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:

i. 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

ii. in the event of termination of production of the spare parts:

1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications
3. of the spare parts, if requested.

17. Warranty

a. 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.

b. 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.

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

d. 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.

e. 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.

18. Payment

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

b. 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.

c. 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.

d. Payment will be made in rand unless otherwise stipulated in SCC.

19. Prices

a. 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 authorised in SCC or in the purchaser's Request for Proposal validity extension, as the case may be.

20. Contract amendments

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

21. Assignment

a. 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.

22. Subcontracts

a. 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.

23. Delays in the supplier's performance

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

24. Penalties

a. 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.

25. Termination for default

a. 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:

   i. 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;

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

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

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

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

h. 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.

26. Anti-dumping and countervailing duties and rights

a. 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 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.

27. Force majeure

a. 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.

b. 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.

28. Termination for insolvency

a. 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.

29. Settlement of disputes

a. 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.
b. 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.
c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
e. Notwithstanding any reference to mediation and/or court proceedings herein,
    i. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
    ii. the purchaser shall pay the supplier any monies due the supplier.

30. Limitation of liability

a. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
    i. 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
    ii. 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.

31. Governing language

    a. 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.

32. Applicable law

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

33. Notices

    a. 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

    b. 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.

34. Taxes and duties

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

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

    c. 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 SARSs.

35. National Industrial Participation (NIP) Programme

    a. The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

36. Prohibition of restrictive practices

    a. 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).

    b. 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.

c. 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.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	

TERMS OF REFERENCE

REQUEST FOR A SERVICE PROVIDER: DEVELOPMENT OF AN ACCREDITED STANDARDISED TRAINING PROGRAMME THAT IS RESPONSIVE TO THE 4th INDUSTRIAL REVOLUTION IN THE REGULATION OF CONTENT

CALL FOR PROPOSALS FOR A SERVICE PROVIDER TO DEVELOP AN ACCREDITED STANDARDISED TRAINING PROGRAMME FOR THE REGULATION OF CONTENT THAT IS RESPONSIVE TO THE NEEDS OF THE PRIVATE AND PUBLIC SECTORS IN THE 4th INDUSTRIAL REVOLUTION

1 PREAMBLE

The Film and Publication Board (FPB) seeks to develop an accredited, innovative and evolving content regulation training programme in partnership with Higher Educational Institutions (HEI), Sector Education and Training Authorities (SETAs), and public and private sectors.

The programme must address the developments in different local, continental and international jurisdictions in respect of legislative requirements in the space of content regulation.

It should be noted that no formal accredited training programme of this nature exists. The development of this accredited course will be a global first.

2 INTRODUCTION

2.1. The purpose of these Terms of Reference (TOR) is to solicit proposals from interested service providers to develop a standardised and accredited content regulation programme in line with the relevant provisions of the Films and Publications Act, 65 of 1996 (the FP Act), the Films and Publications Regulations, (the Regulations) and the FPB Classification Guidelines (the Guidelines).

2.2. The training programme will align to the national needs for individuals appointed by the FPB to regulate content, individuals appointed by industry stakeholders, as well as any other individuals and interested parties that wish to pursue a qualification in content regulation. This includes graduates that has completed a relevant degree and want to specialise in content regulation.

2.3. The programme must offer an interdisciplinary training programme on an international level to meet the needs of social media platforms driven by data intelligence business models; Internet Service Providers (ISP's); content creators and distributors; companies that have an online presence; and those operating in more traditional media and the entertainment industry, amongst others.

2.4. The training programme must adopt a multi-pronged strategy that meets international best practice and standards using integrated blended technology learning and training models in line with an outcomes-based approach to develop solutionist thinkers in the field of content regulation.

2.5. A postgraduate diploma/certificate is the best qualification for this purpose since it provides the space for an interdisciplinary approach through theoretical learning, practical application and focused mentoring.

3 BACKGROUND

3.1. FPB is a statutory body established in terms of the FP Act.

3.2. The Films and Publications Amendment Act 11 of 2019 (the Amendment Act) and Regulations make provision for technological advances, especially the distribution of content on digital platforms. The classification of content distributed on digital platforms is in accordance with a co-regulatory framework that enables online distributors to co-regulate content using the Guidelines.

3.3. The Guidelines are underpinned by the cognitive, emotional, psychological and moral development of children in the different age groupings per development stage.

3.4. The objects set out in section 2 of the FP Act prescribe that the FPB is to regulate the creation, production, possession and distribution of films, games, certain publications and the internet by way of classification to: -

3.4.1. protect consumers against harmful and disturbing material while allowing adults to make informed choices for themselves and the children in their care by providing consumer advice;

3.4.2. protect children from exposure to disturbing and harmful material and from premature exposure to adult material; and

3.4.3. make the use of children and exposure to pornography punishable.

3.5. Content regulation must take place within legislative frameworks and display an in-depth understanding of critical rights and the proportional balancing of rights whilst the best interest of children is paramount.

4 VALUE PROPOSITION AND FEASIBILITY

4.1. In order to create a collaborative regulatory environment relevant to the 4IR, FPB continues to grow its footprint given the fluidity and borderless content and the critical role the global community plays in revolusionising how content is regulated and enforced.

4.2. The FPB is pivotal in advocating for responsible digital citizenship in line with national government departments in intensifying the rollout of technology-based education and service delivery to reach critical mass through strategic partnerships.

4.3. All stakeholders involved in the regulation of content must be capacitated in order to ensure content is regulated in a consistent manner across all platforms.

4.4. A strategic partnership with the FPB will contribute to a skilled and capable workforce to support inclusive growth, innovation, thought leadership and solutionist thinking, and develop graduates' attributes that is relevant in the national, regional and international landscape.

4.5. The overall aim of the FPB is the ability to use its experience and knowledge in the content regulation space to advance civil liberties, rights and freedoms and to ensure the advancement of the rights of the child and its paramount importance.

4.6. FPB has the expertise, practical skills and partnership networks to achieve economies of scale in their learning business model to service the educational and training needs in the digital space of content regulation.

4.7. The FPB has the capacity to offer academic and practical training in the ever-evolving space of content regulation to mitigate risks for organisations and institutions to achieve optimal efficiencies and profitability.

4.8. We see ourselves as part of the transforming and evolving value chain in the digital era.

4.9. The below table outlines some of the strategic partnerships envisaged that can be included as part of the programme, and target markets that will benefit from the programme at the various NQF levels the programme will be presented.

4.10. The list of partnerships and target groups is not exhaustive and must be developed further by the service provider.

<table>
<tr><th>STRATEGIC PARTNERSHIPS</th><th>TARGET MARKET</th></tr>
<tr><td>
1. SETAs
• Culture, Arts, Tourism, Hospitality and Sports
• Education Training and Development Practice
• Local Government
• Media, Advertising, Information and Communication Technologies (MCIT)
• Public Service SETA
• Services SETA
GOVERNMENT AGENCIES
• National Department of Communication and Digital Technology
• Government Communications and Information Systems
• National Department of Higher Education
• National Department of Sports, Arts and Culture
• Department of Trade and Industry
• Department of Justice and Constitutional Development
• Department of Science and Technology

2. PRIVATE AND ACCREDITED TERTIARY INSTITUTIONS such as: -
• Universities, especially Business Schools
• National and private film schools
• AAA School of Advertising (Pty) Ltd
• Boston Media House
• Damelin
• Belgium Campus
• Business Management Training College (Pty) Ltd
• Camelot International Pty (Ltd)
• Centurion Academy (Pty) Ltd
• Cranefield College of Project and Programme Management (Pty) Ltd
</td><td>
1. PRIVATE AND PUBLIC SECTOR INSTITUTIONS, ORGANISATIONS AND COMPANIES such as: -
• Continental and International Regulators and membership based organisations involved in the creation and distribution of content.
• National regulators such as ICASA, SABC and BCCSA.
• Media and Communications (Students and practitioners in Journalism, Digital communication practitioners, to mention a few)
• Regulatory bodies such as the South African National Editor’s Forum and Press Council (training of staff with a focus area on hate speech, privacy laws, freedom of speech, gender-based violence, children’s rights and the media, race and racism in the media)
• Criminal Justice, SAPS, NGOs and Cyber Safety organisations working in the field of child protection and human trafficking as well as pirating and illegal distribution of content and understanding of media law, FP Act and prohibited content.
• Broadcasting, Streaming/Online VOD platforms, such as Google, You Tube, Twitter, Facebook, Instagram, Tiktok, Reddit, Netflix, Amazon PRIME VIDEO, Apple Tv, Disney +, Hulu, HBO Now/HBO Go, brightcove VIDEO CLOUD, USTREAM (IBM CLOUD VIDEO), KALTURA, WOWZA, VIMEO
</td></tr>
</table>

• CTI Education Group (Pty) Ltd • Da Vinci Institute for Technology Management (Pty) Ltd • Empilweni Education (Pty) Ltd • Foundation for Professional Development (Pty) Ltd • Greenside Design Center College of Design (Pty) Ltd • Henley Business School Limited • IMM Graduate School of Marketing (Pty) Ltd • Independent Institute of Education (Pty) Ltd • Inscape Education Group (Pty) Ltd • TVET Colleagues	• Independent content aggregators, creatives and content distributors on more traditional platforms such as SterKinekor, UIP, NuMetro. • The advertising industry and advertising membership based organisations. • Institutions and companies that focus on software development with a specific focus on the development of AI for content regulation • ABET Institutions

5 SCOPE OF WORK

5.1. The FPB requires the services of a suitable service provider to develop a standardised content regulation training programme that must be accredited.

5.2. The bidder, whether a company or an individual, must have an accumulated minimum number of 7 years' experience in the development and accreditation of a standardised training programme, project management, law and child development psychology.

5.3. Should the bidder intend to sub-contract areas to another company or individual, the bidder must declare and be clear on the percentage of work that will be subcontracted and what work will be subcontracted, and all supporting documentation and exemplars must be submitted by the bidder.

5.4. The programme must be developed in conjunction with a HEI and relevant SETAs.

There must be a commitment by the service provider to train a minimum of four selected FPB project team members in content and curriculum design and requisite identified skills sets under the following areas: project management; curriculum development; development of digital content training materials; the accreditation and application for occupational codes, and online training policy development and legislation.

5.5. The service provider must manage the project in conjunction with the FPB that will have an oversight role which include the following, as a minimum: -

PROJECT MANAGEMENT PLAN

5.5.1. Develop a detailed project management plan with a: -

5.5.1.1. Scope statement that is specific, measurable, relevant and time-bound;

5.5.1.2. Statement of critical success factors;

5.5.1.3. Quality standards strategy and quality control documented throughout the project and any changes in strategy agreed to in writing by both parties, updated within the plan;

5.5.1.4. Project schedule communicating the defined project milestones, deliverables and deadlines within the specified project timeframes;

5.5.1.5. Budget, cost and payment schedule against deliverables;

5.5.1.6. Stakeholder list to be incorporated within the project management plan and consulted regularly. A thorough stakeholder analysis including a hierarchy of stakeholder power to influence the project as well as their level of interest in must be included in the plan.

5.5.1.7. Reference groupings that include industry and educational experts, FPB experts within content regulation and any other relevant experts in order to design and develop modules that comply with higher education criteria.

5.5.1.8. Risk Register classifying the risks in terms of probability on a scale of 1-5 that identifies the actions that define the assurance of the risk and must have a response action plan to deal with the identified risk.

5.5.1.9. Human Resource plan that includes the list of project team positions and job descriptions of the proposed human resource component. The Human Resource plan must include the requisite information to show that the project team has the ability to successfully carry out and complete the project within the specified time frames as provided for in Annexure A.

5.5.1.10. The project management plan should contain a list of formal communication that are core to the project. Specific timelines should be indicated in the project plan for regular formal communications to be addressed to the FPB Operations and Classification teams, that includes, but is not limited to, bi-monthly progress meetings and must submit bi-monthly progress reports no less than 72 hours of the bi-monthly meetings.

5.5.1.11. Procurement plan must include any subcontracting of work outside of their organisation and proof of quality standards that the subcontractors will be held to.

5.5.1.12. Detailed marketing and communications plan in partnership with the FPB that promotes the training programme to ensure enrolment of graduates and other interested parties for the programme.

5.5.1.13. Detailed implementation plan to roll out the training programme in the specified time frames as provided for in Annexure A.

5.5.1.14. Monitoring and evaluate progress of the training programme against the set criteria and the evaluation of learning through phases of the modules until completion of the programme against the deliverables and milestones set out in the Project Management Plan.

5.5.1.15. The monitoring and evaluation must demonstrate improvement of current outputs, outcomes, impact, and future management of the programme in response to change and challenges.

REVIEW OF THE "LEARNER GUIDE: THE ROAD TO EFFECTIVE CLASSIFICATION"

5.6. The service provider must undertake a detailed review of the content of the existing FPB training manual that includes: -

5.6.1. Identify any gaps in the existing modules;

5.6.2. Identify areas in the existing modules that need to be updated, and

5.6.3. Identify and develop new modules aligned with the evolving content regulation space.

5.6.4. The service provider will provide the revised Learner Guide to the Board as a master copy in hard, electronic, and audio format.

DESIGN AND DEVELOPMENT OF THE TRAINING PROGRAMME

5.7. The service provider must develop a structured methodology for the training programme and course content that must include quality led research learning and teaching based on the blended learning technology and teaching methodology.

5.8. The entry level requirement for enrolment in the training programme will be at a minimum NQF level 5 to 6 or equivalent thereof, and course participants will achieve a Higher Certificate/Advance National (vocational) Certificate/Occupational Certificates

5.9. The programme must include, but is not limited to digital learning, e-learning, face to face theory classes, research as well as practical sessions offered by the FPB in conjunction with the Community of Practice (COP).

5.10. The service provider must set up the COP that will be managed by the FPB.

5.11. The service provider must work in conjunction with the Centre For Teaching and Learning (CTL) to advise on technology options and platforms to present programs to be considered during the development stage within the identified HEI.

5.12. All training modules will include the theoretical aspects needed for a comprehensive understanding of the legal and regulatory environment as well as practical exercises to master the skills in the training programme.

5.13. The service provider shall develop and deploy a digital short version of course module as a Massive Open Online Course (MOOC).

5.14. For the purpose of phase 1 at NQF level 6 (Diploma or Advanced certificate) the service provider must develop the course methodology, modules and course material in conjunction with subject experts, that must constitute qualifications based on 120 credits consisting of a 10 x 12 credit module (8 core modules and 2 electives).

5.15. These modules must consist of 12 credits that equate to 120 notional hours. The programme therefore must be developed to include at least 8 hours of study per week in a 15-week semester. One credit is awarded for 10 notional hours of successful learning activity. Although there is a link between credit and notional learning time, the program must be developed where emphasis of assessment should be upon learning achieved and not time served.

5.16. The programme must be developed in such a manner and format that can easily evolve into an Honours, Masters as well as a PhD course in the future.

5.17. The design and content development of the training programme must be done within the time frame as per Annexure B and must further include: -

5.17.1. An international exchange approach so that learners are afforded an opportunity to partner with institutions and organisations to exchange ideas and gain sufficient practical experience on a national, continental and international level.

5.17.2. A winter/summer school exchange student exchange program nationally, continentally and internationally.

DEVELOPMENT OF PHASES FOR NQF LEVELS			
Phase/Year	**Qualification**	**NQF Level**	**Minimum years of study**
Phase 1 Year 1	Diploma Advanced Certificate	6	1 year
Phase 2	Bachelor's Degree Advanced Diploma	7	3 years
Phase 3	Bachelors Honours Degree Postgraduate Diploma Bachelor's degree	8	1 year Full 4 years Part time
Phase 4	Master's Degree Master's Degree Professional	9	2 years Full time
Phase 5	Doctoral Degree Doctoral Degree Professional	10	4 years Full time

ASSESSMENT AND EVALUATION

5.18. An assessment and evaluation tool must be developed for the theoretical and practical components of the program that must include, but is not limited to, the assessment of group work presentations, individual assignments and a practical assessment.

5.19. The training programme itself will be subjected to evaluation and assessment by an independent service provider during the roll out phase of the programme to the first intake of learners.

ACCREDITATION OF THE COURSE AND REGISTRATION OF OCCUPATIONAL CODES

5.20. The service provider must ensure that all courses and modules are registered with SAQA and all other relevant SETAs and that appropriate occupational codes be assigned to the various modules.

5.21. The service provider must identify and register all relevant industry practitioners as an occupation with the relevant authorities, including but not limited to Content Classifier, Digital Child Sexual Abuse Content Specialist, Hate Speech Content Specialist, Gender-based Violence Content Specialist, Content Regulation Screening Specialist, Content Regulation Monitoring Specialist, Content Regulation Reviewing Specialist, Content Regulation Software Development Specialist, to name a few.

FINANCIAL PARTNERSHIP

5.22. Any income earned from any partnership that is entered into between the FPB and relevant stakeholder shall be determined on a case by case basis and agreed to by all parties in a written contract.

BRANDING AND INTELLECTUAL PROPERTY

5.23. The course must be branded as a partnered programme between the FPB and all other strategic partners where an agreement has been, and/or will be entered into, in future.

5.24. The Content Regulation Training Programme will be the Intellectual Property of the FPB.

5.24.1. For the purposes of the terms of reference intellectual property shall mean any computer software, material, name, concept, training material, training instruments, copyright in documents, patentable or non-patentable inventions, discoveries and improvements, patent, trademark, trade name, drawings, designs, operational analysis, technology and know-how or other intellectual property, which shall be derived, produced or developed by the Service Provider expressly and exclusively for the FPB and which shall be assigned to and vest in the FPB.

5.25. The Service Provider is at all times responsible for the safe keeping of the FPB Trademarks and logos in its possession. FPB officials have the unfettered right of access to inspect, monitor and survey the service provider's use of the application of the FPB's Trademark and logos at the FPB's discretion, and the service provider will be obliged to provide the FPB with whatever records and/or documents, and/ or access to documents and/or electronic systems and/or documents pertaining to the use of FPB Trademarks and logos.

5.26. The service provider is obligated to immediately inform the FPB of any abuse/misuse/misrepresentation, fraudulent or corrupt usage of the FPB logos by their own staff, independent third parties and/or distributors, whether they are licensed, authorised and/or engaged by the FPB or not.

6 SELECTION CRITERIA

MANDATORY REQUIREMENTS AND MININUM CRITERIA

6.1. The Project Team must have a cumulative minimum of seven (7) years' experience and must fulfill the following criteria and possess the minimum qualifications or years of experience relating to specific field(s) as outlined in the functional criteria below: -

6.1.1. A minimum of three (3) years' experience in curriculum development or development of training programmes, as well as the development of online training programmes.

6.1.2. A minimum of three (3) years of experience in project management with a minimum qualification at NQF level 4 (FET Certificate).

6.1.3. A proven track record of applying for and obtaining SAQA and SETA accreditation of no less than one (1) training programme. A proven track record of obtaining SAQA and SETA accreditation for online training programmes.

6.1.4. A proven track record of applying for and obtaining occupational codes with a minimum of one (1) occupational code obtained.

6.1.3. A minimum LLB qualification in law with a minimum of three (3) years active post-articles experience in administrative and constitutional law.

6.1.4. A minimum Master's degree in Psychology with a minimum of three (3) year's active experience working as a child development or educational psychologist, and must possess a valid HPCSA certificate (license).

6.2. Qualifications and experience must be supported by official documentation issued by the appropriate authority and must be certified within three months of the submission date.

6.3. Applicants that developed curricula for traditional and interactive training and learning programmes must submit a portfolio of evidence with a minimum of two exemplars of their work that illustrates best practice, knowledge and skills development, training experience, content development, established assessment criteria and standards of their work.

6.4. The portfolio of evidence must provide proof of the monitoring and evaluation tools used to monitor the progress of the training programmes against the set criteria and the evaluation of learning through phases of the modules until completion of the programme. The monitoring and evaluation must demonstrate improvement of current outputs, outcomes, impact, and future management of the programme in response to change and challenges.

6.5. It must further provide proof of accreditation of training modules by SAQA and the relevant SETA's. Proof of application and approval of occupational codes will be an added benefit.

6.6. Applicants that score less than 70% of the total 100% of the functional criteria will be disqualified.

6.7. Proposals will be evaluated using the 80/20 preference points system as it relates to the estimated budget for the development and roll out of the Advance Certification Diploma qualification for the project.

OTHER SKILLS AND EXPERT REQUIREMENTS

6.8. Other qualifications, skills and experience that fall within these TORs will be an additional benefit and must be supported by certified copies of qualifications with exemplars of work.

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Film and Publication Board

FUNCTIONAL CRITERIA	WEIGHT (%)	1 POOR	2 FAIR	3 AVERAGE	4 GOOD	5 EXCELLENT
Years of experience in the development of content for training programmes, including online programmes (must provide exemplars of training programmes and evaluation tools of programmes as outlined above. Must also submit reference letter(s) in support of the years of experience)	**30**	Less than 3 years	3 – 5 years	+5 - 6 years	+6 - 7 years	7+ years
A minimum qualification or certificate in Project Management (must be certified)	**15**	National Certificate: Project Support Service (NQF level 3)	FET Certificate (NQF level 4)	National Diploma (NQF level 5)	Advanced Certificate (NQF level 6)	Advanced Certificate (NQF level 7)
Years of experience in Project Management as articulated in the project management plan (must provide exemplars of projects management and reference letters)	**10**	Less than 3 years	3 – 5 years	+5 - 6 years	+6 - 7 years	7+ years

Proven track record of accrediting training programmes with SAQA and SETAs (must provide certified copies of SAQA and SETA accreditation certificates)	**10**	N/A	1 accredited training programme	2 accredited training programmes or 1 accredited online training programme	3 accredited training programmes or 2 accredited online training programmes	4+ accredited training programmes or 3+ accredited online training programmes

INTERESTED SERVICE PROVIDERS ARE REQUESTED TO SUBMIT DETAILED PROPOSALS TO THE FPB WITHIN 30 DAYS OF THE DATE OF PUBLICATION OF THESE TORs FOR THE DEVELOPMENT AND IMPLEMENTATION OF A STANDARDISED AND ACCREDITED CONTENT REGULATION TRAINING PROGRAMME

The End