



## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

DW106

### **REQUEST FOR BID**

**BID NUMBER WP11252**

### **THE PROVISION OF ADULT EDUCATION AND TRAINING (AET) PROGRAMME IN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**ISSUE DATE:**

**29 SEPTEMBER 2017**

**Compulsory briefing Session**

Department of Water & Sanitation,  
1 Kwamhlanga Rd (R573, Roodeplaat RQS  
Pretoria, 0001  
GPS coordinates 25°37'19"S 28°22'02"E  
Date: 17 October 2017  
Time: 10:00 am

**CLOSING DATE AND TIME:**

**26 OCTOBER 2017 at 11H00**

**SUBMIT TENDER DOCUMENT**

**TO**

**POSTAL ADDRESS:**

**DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313 PRETORIA, 0001**

**OR**

**TO BE DEPOSITED IN:**

**THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA  
0002**

**TENDERER: (Company address and stamp)**

**COMPILED BY: JACOB MABUSELA  
DEPARTMENT OF WATER AND SANITATION**

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## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF WATER AND SANITATION)

BID NUMBER: **W11252**      CLOSING DATE: **26 OCTOBER 2017**      CLOSING TIME: **11:00**

**DESCRIPTION: THE PROVISION OF ADULT EDUCATION AND TRAINING (AET) PROGRAMME IN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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

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BID DOCUMENTS MAY BE POSTED TO: **Private Bag x313, Pretoria, 0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
**157 Francis Baard Street (Formerly Schoeman), Pretoria, 0002 at the Reception, Zwamadaka Building**

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

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

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

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE ..... NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)      YES or  
 NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)      YES or  
 NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT  
(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);  
OR.....

A ..... REGISTERED ..... AUDITOR

[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or  
NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS  
OFFERED .....

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Mr. JACOB MABUSELA

Tel: 012 336 7240

Fax: 086 597 2032

E-mail address: [mabuselaj@dwa.gov.za](mailto:mabuselaj@dwa.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr P M KHEOANE

Tel: 012 336 7750 / 7447

E-mail address: [kheoanep@dws.gov.za](mailto:kheoanep@dws.gov.za)

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: WP11252
CLOSING TIME 11:00	CLOSING DATE:26-10-2017

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....  
.....  
.....  
.....  
.....

R.....  
R.....  
R.....  
R.....  
R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....  
.....  
.....  
.....

R..... days  
R..... days  
R..... days  
R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....  
.....  
.....  
.....

..... R.....  
..... R.....  
..... R.....  
..... R.....

TOTAL: R.....

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

Name of Bidder: .....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"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 YES / NO  
Presently employed by the state?

- 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**

2.7.3 If so, furnish particulars:

.....  
.....  
.....

2.8 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**

2.91 If so, furnish particulars.

.....  
.....  
.....

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

2.10.1 If so, furnish particulars.

.....  
.....



.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
.....  
.....

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

Full Name	Identity Number	Personal Income 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 SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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 (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 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
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 *audialterampartem* (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	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?  <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	+	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

Js365bW

.....  
**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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

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# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **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 compile separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

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## **General Conditions of Contract**

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

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 organization acting on behalf of the Department.
- 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 8 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

- (b) The purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful 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 exchanged by the parties shall also be written in English.

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

#### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js GCC (revised July 2010)

#### **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.



**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....  
...

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**

THE DEPARTMENT OF WATER AND SANITATION WISHES TO INVITE ALL  
INTERESTED FOR THE PROVISION OF ADULT EDUCATION AND TRAINING  
(AET) PROGRAMME IN THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX  
(36) MONTHS

**W11252**

**TRADING NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_



**water & sanitation**

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Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

**TERMS OF REFERENCE FOR THE  
PROVISION OF  
ADULT EDUCATION & TRAINING (AET)  
LITERACY PROGRAMME FROM  
AET LEVEL 1 TO NQF LEVEL 4**

DETAILS OF PROPOSAL	COMPLIANCE / REMARKS/ COMMENTS
<p><b>1. GENERAL</b></p> <p>1.1 The service provider must indicate their compliance or non-compliance to all Terms of References, contractual conditions, schedules and appendices in the bid on a paragraph-by-paragraph basis. Sections not answered maybe considered as incomplete and indicating non-compliance and may be rejected.</p> <p>1.2 The bid must therefore conform to the minimum requirements as set out in this bid. Offers exceeding the minimum requirements will be accepted.</p> <p>1.3 This document will be a binding contract between the successful service provider and the Department once the bid has been accepted. No faxed bid documents will be accepted.</p> <p>1.4 Service providers who have met the requirements will be invited for presentations. Additional information may be requested in writing during the evaluation of the bids and replies to such requests must be submitted within seven working days or else the bid may be disregarded.</p> <p>1.5 The Department will not be held liable for any expenses incurred by the Service provider/s in preparing and submitting the bids.</p> <p>1.6 The Department hereby chooses the following street address as its Domicilium citandi et executandi for the purpose of serving notices and legal documentation:</p> <p>Supply Chain Management – Tender Office  Zwamadaka Building G  185 Francis Baard Street  <b>PRETORIA</b>  0002</p>	

## **2. PROGRAMME REQUIREMENTS**

### **2.1 The programme must be in line with:**

- ⇒ The design of the curriculum 2005 programme for adult learning;
- ⇒ The provisions of the South African Qualifications Authority (SAQA), National Qualification Framework (NQF) and Skills Development Act;
- ⇒ Enrolment requirements of the Independent Examination Board (IEB).

### **2.2 It must be aimed at the presentation of:**

- ✓ Fundamentals up to AET Level 4;
- ✓ Life skills from AET Level 1;
- ✓ Core
- ✓ Electives; and
- ✓ Linking of Fundamental and Electives to NQF Level 4 (Grade 10 – 12).

### **2.3 The breakthrough from mother tongue to English must be done in proper and fluent language(s) spoken in the specific area and in accordance with the Mother tongue identified by the learner.**

### **2.4 The programme will be implemented at workplaces of the Department in all Provinces and clusters.**

### **2.5 One service provider with a reputable record of employing qualified facilitators who are conversant in the mother tongue language(s) required will be needed.**

### **2.6 The current total number of active learners as at 30 September 2016 was 155 (One Hundred and Fifty Five). The number may be increased on a phase-in-approaches as and when the need arises at various provincial and cluster sites of the Department over a period of three years.**

### **2.7 The programme shall cover assessment of learners, facilitation of training, examination of learners, continuous evaluation and reporting on learner performance and the project.**

### **2.8 Placement assessment of trainees shall be conducted by the service provider prior to the registration of any learner. The location where the learners will be assessed shall be identified by the Department as being any of the Departmental workstations.**

### **2.9 The results of each assessment must be forwarded to the Directorate: Human Resource Development (National Office) and the respective province and cluster AET Coordinator. Such results should indicate:**

- ☐ The entry level of each learner;
- ☐ Name of the learners, the province and cluster, the area office of each learner; and
- ☐ All identified barriers to learning of each trainee e.g. learners with









learning disabilities and/or other challenges.

2.10 Assessment instruments shall have been designed and developed locally in South Africa. It must be developed in accordance with South African circumstances through the testing of local representative groups of mother tongue and second language users.

2.11 Training must be available from Basic Oral to AET NQF Level 4 in line with the AET unit standards as stipulated by the National Qualifications Framework.

### **3. REQUIREMENTS WITH REGARDS TO THE CONTENTS OF THE PROGRAMME**

3.1 The programme has to make provision for life enrichment modules/skills that are aimed at upgrading the quality of life of adults and must provide for the following outcomes:

- |                |   |  |
|----------------|---|--|
| <b>Level 1</b> |    | <b>Fundamentals</b> <ul style="list-style-type: none"><li>➤ Essential numeracy</li><li>➤ Basic communication/ Literacy</li><li>➤ Reading and writing skills</li></ul>  |
| <b>Level 2</b> |    | <b>Fundamentals</b> <ul style="list-style-type: none"><li>✓ Communication/ Literacy</li><li>✓ Numeracy/ Mathematical Literacy</li></ul>  <b>Life Skills</b>   |
| <b>Level 3</b> |  | <b>Fundamentals</b> <ul style="list-style-type: none"><li>□ Communication</li><li>□ Mathematics</li></ul>  <b>Life Skills</b> <ul style="list-style-type: none"><li>○ Time management</li><li>○ Problem solving</li><li>○ Etiquette</li><li>○ Interpersonal skills</li></ul>  <b>Core</b>  |
| <b>Level 4</b> |  | <b>Fundamentals</b> <ul style="list-style-type: none"><li>⇒ Communication</li><li>⇒ Mathematics</li></ul>  <b>Electives</b> <ul style="list-style-type: none"><li>○ Agricultural Technology</li><li>○ SMME</li><li>○ Human and Social sciences</li><li>○ Management and Economic Sciences</li><li>○ Life Orientation</li><li>○ Mathematical Literacy, Mathematics and Mathematical Science</li><li>○ Natural Sciences</li><li>○ Administrative skills</li></ul> |

- 3.2 The programme shall also cover and be linked up with the Adult Education and Training (AET) band i.e. Grade 10, 11 and 12 which is currently managed by the Department of Higher Education and Training (DHET).
- 3.3 The programme should be modularised according to learning areas specified by Department and be learner centered (learners to study at their own pace).
- 3.4 The service provider shall be required to achieve a pass rate of at least 75% per level at any IEB examination assessment. Should the service provider fail to achieve this in the period set out in the contract, the service provider shall be required to extend the course to achieve the abovementioned pass rate at own cost. In such cases, subsistence and travel (S & T) costs of learners shall be borne by the service provider. Should the service provider fail to achieve the stipulated percentage (%), in which case it is due to negligence on the part of the learner and/or the Department, such a case will be dealt with through internal Departmental processes.
- 3.5 The Department has the right to terminate the contract at anytime if the service provider fails to attain the stipulated 75% pass rate after being given the second chance to do so at own cost.

#### **4. TRAINING MATERIALS**

- 4.1 Manuals relevant to the specified target group must be supplied, be durable and re-usable.
- 4.2 A workbook shall be supplied for each learner and shall provide for sufficient space for exercises. Each learner shall be provided with stationery e.g. pens, rulers, rubbers, writing pads etc.
- 4.3 All training aids for class facilitation e.g. flip charts and comprehensive training materials shall be provided to the facilitators by the service provider to enable them to immediately commence with the training of learners at each AET level.
- 4.4 All material must be delivered to Provincial/ Cluster AET Coordinators one week prior to the commencement of the classes.
- 4.5 From Level 2 upwards, the service provider must supply additional reading materials e.g. readers to supplement personal reading.
- 4.6 All training materials namely workbooks, stationery, facilitators training materials, readers, training aids e.g. flip charts, white board makers etc. shall be supplied by the service provider.
- 4.7 The Department shall provide for training aids such as overhead projectors, chalkboards, flip chart stands, table and chairs etc.

#### **5. TUITION**

- 5.1 The programme shall be adaptable with regards to tuition hours, duration of the course learning areas and group sizes.

5.2 The service provider shall be experienced in Adult Education and Training where one (1) instructor is capable of handling a maximum of Twenty Five (25) learners in a class depending on the levels:

- **Minimum = 10**

- **Maximum = 25**

5.3 The service provider shall provide competent, qualified and multi-lingual facilitators:

5.3.1 Only persons with at least a relevant M+1 qualification and/ or extensive AET experience of 3 – 5 years shall be employed as suitable facilitators.

5.3.2 All facilitators shall:

- Undergo screening;
- Be shortlisted; and
- Be interviewed by the service provider.

5.3.3 Facilitators shall undergo training prescribed by the service provider. Such training programmes and materials shall be made available to the Department if and when requested.

5.4 The service provider shall be responsible for employing and supplying AET instructors, study materials for each scheduled class, placement assessment, evaluation of trainees, instructors progress report, learner performance reports, learner attendance registers and other project related information and reports.

5.5 Classes shall be scheduled by the Department in collaboration with the service provider and venues identified and provided by the Department.

## **6. RESPONSIBILITIES**

6.1 Learner registration with the Independent Examination Board (IEB) shall be the responsibility of the service provider. Payment for such examination should be included in the costing per learner and shall be paid by the Department.

6.2 Centre registration for exam purposes (if required) and payments thereof shall be the responsibility of the service provider and included in the costing.

6.3 The costs emanating from logistical arrangements associated with the implementation of the project e.g. travelling, accommodation etc. shall be that of the service provider. Such costs shall be included in the costings as project management costs.

6.4 Costs for second re-registration of learners for any learning area, AET level and/ or exams shall be borne by the department and included in the costing.



Learners shall be liable for costs emanating from re-registration of the same AET Level, learning area and/ or exam for the third time.

## **7. COST IMPLICATION PER FACILITATION PER LEVEL**

- 7.1 Provide a comprehensive statement of the cost implications for an instructor (**VAT INCLUDED**) to formally train at specified AET level taking the cost of each of the following items into account:

### **➤ Basic Oral**

Specify tuition hours and cost (**per level not learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level( all inclusive) R.....**

### **➤ Level 1**

Specify tuition hours and cost (**per level not learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level( all inclusive) R.....**

### **➤ Level 2**

Specify tuition hours and cost (**per level not per learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level ( all inclusive) R.....**

➤ **Level 3**

Specify tuition hours and cost (**per level not per learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level ( all inclusive) R.....**

➤ **Level 4**

Specify tuition hours and cost (**per level not per learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level ( all inclusive) R.....**

➤ **Grade 10, 11 and 12**

Specify tuition hours and cost (**per level not per learning area**) for this level.

Minimum.....hours; Maximum.....hours

Tuition per level – Part-time R.....

Travelling costs (R/ Km) R.....

Accommodation R.....

Learner Registration Fee R.....

Examination Registration R.....

Other costs (Please specify) R.....

**Total instructor costs per level ( all inclusive) R.....**

- 7.2 Give an indication of what the cost implication, if any, shall be to obtain copy right. R.....

**8. COST IMPLICATIONS OF STUDY MATERIALS PER LEARNER**

Indicate the cost implication (**VAT included**) with regards to the cost of each of the following levels:

☐ **Basic Oral**

Manual(s) R.....

Workbook(s) R.....

Stationery R.....

Other teaching aids (specify each item separately) R.....

Any other accessories (specify each item separately) R.....

**Total (all inclusive) for one learner R.....**

☐ **Level 1 ( costs per level not learning area)**

Manual(s) R.....

Workbook(s) R.....

Stationery R.....

Other teaching aids (specify each item separately) R.....

Any other accessories (specify each item separately) R.....

**Total (all inclusive) for one learner**

**R.....**

☐ **Level 2 (cost per level not learning area)**

Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Other teaching aids (specify each item separately)	R.....
Any other accessories (specify each item separately)	R.....
<b>Total (all inclusive) for one learner</b>	<b>R.....</b>

☐ **Level 3 (cost per level not learning area)**

Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Other teaching aids specify each item separately)	R.....
Any other accessories (specify each item separately)	R.....
<b>Total (all inclusive) for one learner</b>	<b>R.....</b>

☐ **Level 4 (cost per level not learning area)**

Manual(s)	R.....
Workbooks	R.....
Stationery	R.....
Other teaching aids (specify each item separately)	R.....
Any other accessories (specify each item separately)	R.....
<b>Total (all inclusive) for one learner</b>	<b>R.....</b>

☐ **Grade 10, 11 and 12 (cost per level not learning area)**

Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Other teaching aids(specify each item separately)	R.....
Any other accessories(specify each item separately)	R.....
<b>Total (all inclusive) for one learner</b>	<b>R.....</b>

**9. COMPARATIVE PRICES IN RELATION TO COSTINGS FOR THE PROGRAMME**

9.1 Only for purposes of achieving comparative pricing, the following shall be priced in relation to the previously stated costings for the programme to be offered by the service provider.

9.1.1 The programme to be priced is an **AET level 1** and not **learning area** for **One (1)** learner.

Specify the tuition hours (per level, not learning area) for AET level 1.

Minimum.....hours; Maximum.....hours

**Total costs**

Tuition(maximum hours x cost per hour)	R.....
Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Placement assessment(s)	R.....
Exam registration(s)	R.....
Centre registration(s)	R.....

Other instructor related costs(specific each item separately)

.....	R.....
.....	R.....
.....	<u>R.....</u>

<b>Total (all inclusive)</b>	<b><u>R.....</u></b>
------------------------------	----------------------

9.1.2 The programme to be priced is an **AET level 1 and not learning area** for **Ten (10)** learners.

Specify the tuition hours (per level, not learning area) for AET level 1.

Minimum.....hours; Maximum.....hours

**Total costs**

Tuition(maximum hours x cost per hour)	R.....
Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Placement assessment(s)	R.....
Exam registration(s)	R.....
Centre registration(s)	R.....

Other instructor related costs(specific each item separately)

.....	R.....
.....	R.....
.....	<u>R.....</u>

<b>Total (all inclusive)</b>	<b><u>R.....</u></b>
------------------------------	----------------------

9.1.3 The programme to be priced is an **AET level 1 and not learning area** for **One Hundred and Fifty Five (155)** learners.

Specify the tuition hours (per level, not learning area) for AET level 1.

Minimum.....hours; Maximum.....hours

**Total costs**

Tuition(maximum hours x cost per hour)	R.....
Manual(s)	R.....
Workbook(s)	R.....
Stationery	R.....
Placement assessment(s)	R.....
Exam registration(s)	R.....
Centre registration(s)	R.....

Other instructor related costs(specific each item separately)

.....	R.....
.....	R.....
.....	<u>R.....</u>

<b>Total (all inclusive)</b>	<u>R.....</u>
------------------------------	---------------

- 9.1.4 All other AET levels namely **AET Level 2, AET Level 3, AET Level 4** and **Grade 10 - 12** shall also be cost for One (1) learner, Ten (10) learners and One Hundred and Fifty Five learners per AET level and not Learning area.

## **10. PROVISION AND SUPPLEMENTING OF COURSE MATERIALS**

- 10.1 The total package has to make provision for all stationery and writing material that will be required for the duration of the course e.g. pencil, erasers, calculators etc.

- 10.2 The Department should be in a position to negotiate user rights of the workbooks supplied by the service provider.

## **11. PAYMENTS**

- 11.1 Payments shall be made electronically into the service provider's bank account normally within 30 days after receipt of a verified invoice and supporting documents.

- 11.2 The service provider shall be paid monthly against detailed, specified and verified invoice(s) with supporting documents.

- 11.3 All travelling and accommodation costs shall be included as part of the costings above as they form part of the project management cost of the programme and shall not be claimed separately.

## **12. REPORTS**

- 12.1 Progress and performance reports**

Progress reports on each learner and instructor, at intervals of training hours shall be compiled and submitted to the Department. Reports shall indicate the progress of the learners, comments on their progress and performance, comments on learners with special learning problems and where possible remedial action to be taken to ensure success and the capabilities of the instructors to achieve the prerequisites for the course. The reports must cover the following details:

#### **12.1.1 Course**

A course report on each learner should include his/ her surname, full names ID number, workplace, test results, average mark as well as examination results.

#### **12.1.2 Attendance**

A daily register must be kept for the following reasons:

- To check the frequency of attendance of each learner;
- To find out which learning areas a learners has missed; and
- For audit purposes

#### **12.1.3 Syllabus**

A syllabus report must be compiled to:

- Measure how far a trainer and the learner are with their lessons;
- Check whether they will be able to complete the syllabus in time; and for the examination/ assessment.

#### **12.1.4 Learners with learning problems**

- This report should include all learners that have been identified as having special learning problems e.g. hearing, eye sight etc.
- Recommendations on how to address the problems identified should also be included.

### **13. CERTIFICATION**

After the successful completion of any AET level, accredited certificates shall be handed over to the Directorate: Human Resource Development and/or AET Coordinators at various sites for safekeeping and not directly to the learners.

### **14. CONTRACT PERIOD**

14.1 The maximum contract period for the service provider shall be limited to three years. The provision made in par. 3.5 and 16.1 shall however still be valid and binding during the contract period.

14.2 All aspects of the project which must be done as per agreement shall be finalised within the specified contractual period.

## **15. LOSS CONTROL INCIDENTS**

- 15.1 In case of a loss being incurred by the Department, in which case the Department is not at fault but the service provider, such costs incurred shall be borne by the service provider by reimbursing the Department accordingly e.g. when the Department releases employees to attend classes and the service provider fails to provide a trainer and/or materials. The man-hours lost shall be recovered from the service provider. Any case of non-attendance of classes by learners shall be dealt with internally.

## **16. IMPACT EVALUATION**

- 16.1 The Department reserves the right to conduct an impact evaluation study at any time during the 3 year contract period if deemed necessary and thus re-adjust the programme according to the recommendations made.

## **17. ACCREDITATION OF SERVICE PROVIDERS**

- 17.1 All service providers must be accredited with the relevant SETA and the Accreditation number supplied as proof. The accreditation must be valid for the duration of the contract.

- 17.2 Registration with UMALUSI is a requirement.

## **18. GENERAL INFORMATION**

### **18.1 Invoicing**

Invoicing will be considered in terms of phase deliverables or training provided as per the agreed Service Level Agreement.

## **19. EVALUATION CRITERIA**

The Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid.

**Phase 1: Mandatory compliance** (if not complied with bid will be disqualified)

**Phase 2: Functional / Technical Evaluation**

**Phase 3: Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System)**



## PHASE 1: MANDATORY COMPLIANCE

Bidders that do not comply with one or more requirements below will be disqualified.

Name of the document that must be submitted	
1.	A. Certified copies of SETA accreditation plus the Accreditation number; or B. Proof of registration with UMALUSI
2.	Proof of permission to facilitate Grade 10 – 12 on behalf of DHET
3.	A. Prequalification in terms of Preferential Procurement Regulation, 2017: <ul style="list-style-type: none"><li>the bidding company must be 100% woman owned,</li><li>A level 1, 2 or 3 BBEE status level of contributor</li></ul> <p>(Bidders are required to submit certified and valid copy of BEE certificate and CIPC documentation for validation of the ownership)</p>
4.	Compulsory Briefing Session certificate

## PHASE 2: FUNCTIONAL /TECHNICAL CRITERIA

Functional/ Technical criteria totalling 70 out of 100 with a qualification threshold for further consideration on the third phase. The following values shall be applicable:

**Values: 1 Poor..... 2 Average .....3 Good.....4 Very Good.... 5 Excellent**

No.	Evaluation Criteria	Weight
1.	<b>Experience and track record</b>  Refers to experience and period involved in successfully managing, conducting and completing relevant similar projects in the past and their overall track record: <ul style="list-style-type: none"><li>0 - 1 year = 1 point</li><li>2 - 3 years = 2 points</li><li>4 - 5 years = 3 points</li><li>6 - 7 years = 4 points</li><li>8 years and &gt; = 5 points</li></ul>	15
2.	<b>Detailed approach and methodology</b>  Understanding the Adult Learning environment and processes, relevance of materials to unit standards and linkage of AET Level 4 to Grade 10 – 12 and/ or learnerships.  Consider the responsiveness to the TOR, the level of detail in the proposal, attention to project management and innovative approaches and ideas. <ul style="list-style-type: none"><li>Unclear and unrealistic methodologies and processes = 1 point</li><li>Minimal and average methodologies and processes = 2 points</li><li>Good and reasonable methodologies and processes = 3 points</li><li>Detail and reasonable methodologies and processes depicting reasonable timelines = 4 points</li><li>Clearly defined methodologies and processes which depict the actual</li></ul>	30

	phases/ timelines and milestones = 5 points	
<b>3.</b>	<b>Capacity and expertise of key personnel</b>  Considers the technical and professional skills of the project team, availability of the full project team for the duration of the project. Expertise and qualifications is needed in the specified: <ul style="list-style-type: none"> <li>• 0 - 1 year = 1 point</li> <li>• 2 - 3 years = 2 points</li> <li>• 4 - 5 years = 3 points</li> <li>• 6 - 7 years = 4 points</li> <li>• 8 years and &gt; = 5 points</li> </ul>	<b>30</b>
<b>4.</b>	<b>Detailed project management plan (with clear timelines)</b>  A complete set of clearly defined milestones which depict the actual phases of the project and the time it will take to complete each phase proposed: <ul style="list-style-type: none"> <li>• Unclear and unrealistic timelines = 1 point</li> <li>• Minimum and average timelines = 2 points</li> <li>• Good and realistic timelines with reasonable milestones = 3 points</li> <li>• Detail project plan with realistic timelines = 4 points</li> <li>• Clearly defined project milestones which depicts the actual phases and timelines of the project = 5 points</li> </ul>	<b>15</b>
<b>5.</b>	<b>Contactable reference(s)</b>  Kindly provide proof and/ or letter(s) of recommendation of contactable references: <ul style="list-style-type: none"> <li>• 0 - 1 year = 1 point</li> <li>• 2 - 3 years = 2 points</li> <li>• 4 - 5 years = 3 points</li> <li>• 6 - 7 years = 4 points</li> <li>• 8 years and &gt; = 5 points</li> </ul>	<b>10</b>
	<b>Total</b>	<b>100</b>

**NB: Only bidders who obtain at least 70 points under Functional/Technical evaluation will be considered for further evaluation.**

On the receipt of the proposals, the criteria shown above will be used for the selection of the most suitable bidder to undertake the assignment. A bidder is expected to achieve a minimum threshold/required score for functionality of 70%, in order to qualify for further evaluation. Further evaluation on phase 3 will be based on **Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System)**

### **PHASE 3: POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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

### **Conditions:**

- It is a requirement that your company must be registered in the online **Central Supplier Database (CSD)** managed by National Treasury: [www.csd.gov.za](http://www.csd.gov.za). This is to ensure that your company credentials can be verified online by government departments intending to do business with you.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- It is a requirement that bidders who do business with government must comply to the relevant tax legislations.

### **For all Technical enquiries:**

Contact Person	: Ms. M.M. Moagi
Telephone Number	: 012 336 7745
Fax Number	: 012 336 8908
Email	: <a href="mailto:Moagim@dws.gov.za">Moagim@dws.gov.za</a>
Contact Person	: Mr. P.M. Kheoane
Telephone Number	: 012 336 7750
Fax Number	: 086 212 1771
Email	: <a href="mailto:Kheoanep@dws.gov.za">Kheoanep@dws.gov.za</a>

### **For all Supply Chain Management enquiries:**

Contact Person	: Mr Patrick Mabasa
Telephone Number	: 012 336 8707
Email	: <a href="mailto:Mabasap@dws.gov.za">Mabasap@dws.gov.za</a>

**ENTITY MAINTENANCE** (continuation page)**Section D: Supplier Account Details (TO BE VERIFIED BY BANK)**

Account Name		
Account Number		
Bank Name		
Branch Name		
Branch Number		
*ID Number		
Passport Number		
**Company Registration Number		
***CC Registration		
****Please include CC/CK where applicable		
Practise Number		
****Trust Number		
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account	
	* Compulsory for individuals	
	**Compulsory for companies	
	***Compulsory where applicable	

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

**ABSA:** CIF Screen  
**FNB:** Hogans System on the CIS4  
**STD:** Bank - Look - Up - Screen  
**Nedbank:** Banking Platform under the Client Details Tab

Contact Number ( )

BANK STAMP

Signature of Bank Official

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

**Section E: Contract Details of Supplier**

Telephone	( )
Fax	( )
Mobile (Cell no.)	
E-mail Address	
Contact Person	
Signature of Supplier	Print Name
d d / m m / y y y y	
Date (dd/mm/yyyy)	

**Section F: Contract Details of DWA Office (For official use only - officials with signing authority only)**

Office	
Telephone	( )
Fax	( )
E-mail Address	
Signature of DWA Official	Print Name
d d / m m / y y y y	
Date (dd/mm/yyyy)	

OFFICIAL STAMP



water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA



ENTITY MAINTENANCE

## ENTITY MAINTENANCE

HEAD OFFICE USE ONLY

Reference no.

Entity name

Entity number

Remarks

Registered

Date registered:

Verified on SafetyWeb

Date verified:

Captured

Date captured:

Authorised

Date authorised:

### IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank  
I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and  
I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement  
or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).  
I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in  
my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank  
screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

**SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM**

**ALL RELEVANT FIELDS MUST BE COMPLETED**

**THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3<sup>RD</sup> PARTY PAYMENTS WILL BE ALLOWED**

### Section A: Type of Supplier (For official use only)

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type:

☐ Individual  
☐ Company  
☐ CC

☐ Govt. Department  
☐ Trust  
☐ Partnership  
☐ Other (Specify)

### Section B: Company/Personal Details

Registered Name

Trading Name

\*VAT Number

\*Compulsory where applicable

PERSAL Number

Title

Initials

First Name

Surname

### Section C: Address Detail

Payment Address

Postal code



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**This template must be completed by the bidder**

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

*Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.*

Name:.....

Position:.....

Signature:.....Date:.....