

## TENDER INVITATION

<b>TENDER NUMBER:</b>	SAYM-TRAI-PANEL-LIMPOPO
<b>DESCRIPTION:</b>	TENDER FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER TRAINING SERVICES TO CWP BENEFICIARIES FOR A PERIOD OF TWELVE MONTHS (12 MONTHS) IN LIMPOPO PROVINCE
<b>CLOSING DATE:</b>	10 January 2022
<b>CLOSING TIME:</b>	11:00 AM (SA TIME)
<b>BID RESPONSES MUST BE HAND DELIVERED TO:</b>	<p><b>SAYM HEAD OFFICE</b> 79 Watermeyer Street Val De Grace Meyerspark Pretoria, 0157 Tel: 012 035 0835</p> <p>Or</p> <p><b>SAYM PROVINCIAL OFFICE (LIMPOPO)</b> SAYM Provincial office AL Smit Building Office number 3 ground floor 26 Thabo Mbeki Street Polokwane, 0699 Tel: 015 291 2660</p>
<b>Name of Tenderer:</b>	<p>.....</p>
<b>Technical Queries:</b>	Please address all queries you may have related this bid to <a href="mailto:rfq@saym.co.za">rfq@saym.co.za</a> . All queries must be in writing and no telephonic queries will be accepted.
<b>NO LATE SUBMISSIONS WILL BE ACCEPTED</b>	

## SECTION A: TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

The term "Bid" Includes price quotations, advertised competitive bids, limited bids and proposals.

Required Documents	Check Bidder	Verified IA
Central Suppliers Database Registration Report Attached – Not older than 30 days NB: <b>Only suppliers registered on CSD may bid. All required CSD information up to date.</b>		
Invitation to bid (SBD 1)		
Declaration of interest (SBD 4)		
Preference Points Claim (SBD 6.1)		
Declaration of past supply chain management practices (SBD 8)		
Certificate of Independent Bid Determination (SBD 9)		
Valid B-BBEE Status Level Verification Certificate (Original or Certified Copy) bearing SANAS logo. QMEs/EMEs: Sworn affidavit / CIPC confirmation of turnover etc.		
<b>Additional documentation required for certain types of bids. If applicable the additional documents will be distributed as part of the tender / bid documentation</b>	<b>Check Bidder</b>	<b>Verified IA</b>
Declaration certificate for local production and content for designated sectors (SBD 6.2) and all applicable Annexures.		

### Declaration

- I have read and agree to the General Conditions of Contract related to Government procurement (Available on DCOG tenders web page or from National Treasury).
- I have studied, accurately completed and submitted all the documents indicated in the above checklist.
- I have read and agree with the conditions applicable to all bids as contained in this document.
- I have noted and will comply with the delivery time frames indicated in the specifications / terms of Reference.
- I am the authorised signatory of the applicant.
- I have noted that the Implementing Agent may publish the names of bidders, total bid prices indicated in SBD 1 and B-BBEE points claimed, after the closing date of the bid.

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Mr Aphiwe Ntlakaza

Email: [rfq@saym.co.za](mailto:rfq@saym.co.za)

## SECTION A: TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

**ALL BID DOCUMENTS ARE AVAILABLE FREE OF CHARGE AND ARE NEVER SOLD**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES/NPOs WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE.**

### 1. GENERAL

This request is issued in terms of all applicable legislation, including but not limited to: the Public Finance Management Act (Act 1 of 1999) as amended (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management instructions issued by the National Treasury, General Conditions of Contract published by National Treasury (GCC), the B-BBEE Act (Act 53 of 2003), applicable DCOG Policies and any other special conditions of contract indicated in bid documents.

- Lead times / delivery periods should be clearly indicated in the quotation / proposal where applicable. The Implementing Agent reserves the right to cancel any order where the delivery period indicated in the quotation / proposal is extended.
- The Implementing Agent reserves the right to require delivery of the goods as specified, at the price quoted, regardless of any differences in specifications contained in the quotation.
- The Implementing Agent reserves the right to make public the names of all bidders as well as total bid prices and B-BBEE points claimed, after the closing date and time for the bid.
- The Implementing Agent reserves the right NOT to appoint any Service Provider or to withdraw this request for bids/proposals.
- The Implementing Agent reserves the right to split the award of the bid between two or more Service Providers or to award only a part of the bid.
- The Implementing Agent reserves the right to call bidders that meet the minimum functional requirements to present their proposals. The Bid Evaluation Committee may decide to amend the scoring assigned to a particular bid based on the presentation made.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. CSD number must be provided and the tax compliance status on CSD will be utilised by the Implementing Agent.
- 2.2. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.3. The tax compliance requirements are not applicable to foreign bidders / individuals with no South African tax obligations or no history of doing business in South Africa. Foreign suppliers must complete a pre-award questionnaire from SARS on their tax obligation categorisation.
- 2.4. For the purposes of section 256 of the Tax Administration Act of 2011 the bidder / supplier authorises the South African Revenue Service to disclose "taxpayer information" as contemplated under the provisions of Chapter 6 of the Act in relation to the compliance status of tax registration, tax debt and filing requirements to the Implementing Agent.

### 3. ADMINISTRATIVE COMPLIANCE

Only proposals that comply with all administrative requirements (including tax compliance requirements) will be considered acceptable for further evaluation. Incomplete and late bids may be rejected. All documents indicated on page 1 must be submitted with each bid. Bidders must use the Standards Bid Documents (SBDs) included in this document (documents may not be re-typed)

All quoted prices must be **inclusive of VAT** and must be valid (firm) for at least 30 days for all bids excluding open tenders and for 120 days for open tenders, from the closing date indicated on SBD 1. Prices dependent on the **exchange rate** should include reference to the exchange rate used. Price escalations and the conditions of escalation should be clearly indicated. No variation of contract price or scope creep will be permitted unless specifically allowed in the ToR / specifications.

## SECTION A: TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

### 4. FUNCTIONAL EVALUATION

Functional criteria and/or specifications are contained in the specifications sheet or Terms of Reference distributed for this bid. Unless otherwise indicated in the ToR / specifications sheet, only service providers that submitted acceptable bids and that met all functional / specifications requirements will proceed to the PPPFA evaluation phase

### 5. PRICE EVALUATION: THE PPPFA

The Implementing Agent applies the provisions of the PPPFA and Regulations to all bids with an estimated cost from R30,000. Bid amounts in the case of this particular RFQ/RFP/Tender are estimated to be R30,000 or more and the PPPFA preference points system will be applied, even if all bids received are below R30,000.

Only bids that meet all administrative requirements and meet the minimum functional requirements indicated in the ToR / specifications sheet will be evaluated in terms of the PPPFA and related regulations. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table contained in SBD 6.1. The applicable evaluation method is indicated in SBD 6.1.

Consortia or joint ventures must take note of SBD 6.1, paragraphs 5.4 and 5.5 regarding requirements for B-BEEE certificates.

If the 80/20 preference point system is specified on SBD 6.1 and all bids received exceed R50,000,000, the bid will be evaluated on the 90/10 preference point system.

**An 80/20 preference pointing system is applicable for this bid.**

### 6. REJECTION OF QUOTES / PROPOSALS

Any effort by a bidder to influence the bid evaluation, comparisons or award decisions in any manner, may result in rejection of the bid. Implementing Agent shall reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract. The IA may disregard any bid if the bidder or any of its subcontractors:

- a) Is not tax compliant
- b) Have abused the Supply Chain Management (SCM) system of the any government department, agency or entity.
- c) Have committed proven fraud or any other improper conduct in relation to such system.
- d) Have failed to perform on any previous contract.
- e) Supplied incorrect information in the bid documentation.

### 7. VETTING

The Implementing Agent reserves the right to approach the relevant authorities to verify the following for each bidder: Citizenship status (individuals); Company information; Criminal records (individuals); Previous tender and government contracts track records; Government employment status (individuals); Company / closed corporation ownership / membership status (individuals); Suitability to handle confidential government information; government employment status of bidders/staff/directors; Qualifications of bidders / contractors / team members; and any other information contained in bid documents

### 8. CENTRAL SUPPLIERS DATABASE

**8.1. All suppliers must be registered on the Central Suppliers Database (CSD) managed by National Treasury ([www.csd.gov.za](http://www.csd.gov.za)).**

8.2. The following information must be up to date on CSD:

- Tax compliance status
- B-BBEE Level (as indicated on B-BBEE certificate or sworn affidavit)
- Turnover (EME, QSE, etc.)
- Black ownership
- Women ownership

## SECTION A: TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

- Youth, Disabled and Military Veteran ownership
- Verified banking details
- Contact details

8.3. It is the responsibility a supplier to inform the Implementing Agent immediately in writing of any changes in details and to provide Implementing Agent with an updated CSD report. DPME shall have the right to, in addition to any other remedy that it may have in terms of applicable legislation, cancel the contract and to claim damages if a bid is awarded based on incorrect information contained in the CSD report.

### 9. COMMITMENTS BY PARTIES

9.1. The Service Provider undertakes to:

- 9.1.1. Conduct business in a courteous and professional manner.
- 9.1.2. Provide the necessary documentation as requested prior to the awarding of the contract.
- 9.1.3. Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. DPME may monitor compliance for the duration of the contract and implement penalties for non-compliance.
- 9.1.4. Manage internal disputes among his/her staff in such a way that DPME is not affected by those disputes.
- 9.1.5. Comply with the Implementing Agent security and emergency policies, procedures and regulations at CWP premises.
- 9.1.6. Ensure that all work performed and all equipment used at Implementing Agent facilities are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of DPME;
- 9.1.7. Ensure that all staff working on this project are adequately trained prior to the commencement of the project.
- 9.1.8. Ensure that Implementing Agent is informed of any changes in staff related to the execution of the project. For security reasons, Implementing Agent reserves the right to vet all persons working on this project.
- 9.1.9. Store and hand over all data generated by the project (if any) to Implementing Agent in an accessible and confidential manner.
- 9.1.10. Not proceed with any work and not to incur any expense for which Implementing Agent could be liable, until such time as an official written government purchase order has been issued by the Implementing Agent.

9.2. The Implementing Agent undertakes to:

- 9.2.1. Manage all contracts in a professional manner.
- 9.2.2. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties.
- 9.2.3. Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the project.
- 9.2.4. Not tolerate any unfair labour practices between the service provider and their staff that happen during the execution of the project activities.
- 9.2.5. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 9.2.6. Pay all valid invoices within 30 calendar days.

**SECTION B: INVITATION TO BID (SBD 1)**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE  
COMMUNITY WORK PROGRAMME**  
(Subject to the terms and conditions applicable to all bids as indicated earlier in this bid document)

<b>BID NUMBER</b>	SAYM-TRAINING-PANEL-LIMPOPO	<b>CLOSING DATE</b>	10 January 2022	<b>CLOSING TIME</b>	11:00
<b>COMPULSORY BRIEFING SESSION</b>	Date			Time	
<b>DESCRIPTION</b>	TENDER FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER TRAINING SERVICES FOR CWP BENEFICIARIES FOR A PERIOD OF TWELVE MONTHS (12 MONTHS) IN THE LIMPOPO PROVINCE				
<b>BID DOCUMENTS FOR RFQs:</b>	<b>BID DOCUMENTS FOR RFPs AND TENDERS MUST BE:</b>				
<b>DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):</b>					
AS STATED IN THE COVER PAGE					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
Contact persons indicated on the bid documents					
<b>SUPPLIER INFORMATION</b>					
<b>Name of bidder</b>					
<b>Postal address</b>					
<b>Street address</b>					
<b>Telephone number</b>		<b>Cell phone number</b>			
<b>E-mail address</b>					
<b>ID / company Reg. #</b>		<b>Vat registration #</b>			
<b>Supplier tax compliance status</b>	<b>Compliant</b>		<b>CSD MAAA #</b>		
	<b>Not compliant</b>		<b>TCS Pin (if no CSD #)</b>		
<b>B-BBEE Status Level verification</b>	None				
	All (except EMEs/QSEs): Certificate Issued by SANAS accredited verification agency.				
	EMEs/QSEs: Affidavit by EME representative and attested to by Commissioner of oaths.				

<b>Are you the accredited representative in South Africa for the goods /services /works offered? If yes attach proof</b>	YES	NO
<b>FOREIGN SUPPLIERS: Do not complete this form. You must contact the Implementing Agent to obtain the required documentation to be completed</b>		

<b>Total bid price (Incl. VAT)</b>	
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<b>DETAILED TERMS AND CONDITIONS FOR BIDDING ARE CONTAINED IN PAGES 2 TO 4 OF THIS DOCUMENT AS WELL AS IN THE ATTACHED SPECIFICATIONS / TERMS OF REFERENCE.</b>			
<b>Signature</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		<b>Date</b>	
<b>Name of Signatory</b>			
<b>Designation of Signatory</b>			
<b>Name of bidder (if different)</b>			

**SECTION C: PROCUREMENT TIMELINES**

<b>PROCUREMENT TIMELINE</b>	<b>DATE</b>	<b>TIME</b>
RFP release date	29 November 2021	-
Written questions of clarification – closing date	10 December 2021	16h00
Written response to all clarifications	13 December 2021	16h00
Closing date	10 January 2022	11h00
Completion of bid evaluations	14 January 2022*	-
Anticipated letter of Award	20 January 2022*	-
Commencement Date	24 January 2022*	-

\* Estimates

## SECTION D: TERMS OF REFERENCE, EVALUATION CRITERIA AND PRICING SCHEDULE

### 1. PURPOSE OF THIS TENDER

The purpose of this document is to request for tender for the appointment of a panel of service providers to render training services to the CWP beneficiaries for the period of 12 (month)

### 2. THE SCOPE OF WORK

Sothorn African Youth Movement (SAYM) requires a panel of service providers to render training services in Eastern Cape to CWP beneficiaries for a period of twelve months (12 months)

#### 2.1. LIST OF REQUIRED ITEMS WITH SPECIFICATIONS

No	Training Name	Training Description	SAQA Unit Standard	Duration	Accredited/ Non Accredited	Credits	No of Participants
1	<b>Plumbing</b>	Install maintain and test cold water supply NQF level 4. Construction SETA or QCTO equivalent Total	US ID 244509	10	Accredited	14	390
		Deal with safety, health and environmental emergencies in the workplace Equivalent any SETA NQF 2/3	US ID 13222				
2	<b>Welding</b>	Weld carbon steel work-pieces using the shielded metal arc welding process in the down-hand position. Accredited CHIETA, MERSETA or QCTO equivalent	US ID 243063	10	Accredited	14	120
		Deal with safety, health and environmental emergencies in the workplace Equivalent any SETA NQF 2/3	US ID 13222				
3	<b>Construction Tiling</b>	Apply tiles to plastered surface NQF 3 Credits: 16 accredited Construction SETA or QCTO Equivalent	US ID 10001	10	Accredited	16	60
		Deal with safety, health and environmental emergencies in the workplace Equivalent any SETA NQF 2/3	US ID 13222				
4	<b>Electrical</b>	Apply and maintain safety in a working environment NQF 2 or equivalent Credits 5 Or equivalent any SETA. Accredited CETA, CHIETA,	US ID 258925	10	Accredited	5	60

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		EWSETA or QCTO Equivalent					
		Understand fundamentals of electricity NQF 2 Accredited CETA, CHIETA, EWSETA or QCTO Equivalent	US ID 258967			8	
		Design and construct a single phase circuit NQF 2 Accredited CETA, CHIETA, EWSETA or QCTO Equivalent	US ID 258935			5	
5	<b>Carpentry</b>	Apply and maintain safety in a working environment NQF 2 or equivalent Credits 5 Or equivalent any SETA.	US ID 258925	10	Accredited	5	60
		Fabricate, erect and strip formwork for straight walls, columns and bases NQF 3 Accredited CDETA or QCTO Equivalent	US ID 14226			16	
6	<b>Early Childhood Development</b>	Non accredited using accredited material and cover the following accredited topics: <ul style="list-style-type: none"> <li>- Prepare resources and set up the environment to support the development of babies, toddlers and young children</li> <li>- Work with families and communities to support Early Childhood Development</li> <li>- Demonstrate knowledge and understanding of the development of babies, toddlers and young children</li> </ul>		10	Non accredited		40
7	<b>Standalone OHS and First Aider</b>	Apply and maintain safety in a working environment NQF 2 or equivalent Credits 5 Or equivalent any SETA.	US ID 258925	5	Accredited	5	305
		Render basic first aid NQF 2 Credits 3 or equivalent any SETA with similar Programme	US ID 9965			3	
8	<b>Sewing</b>	Sewing Clothing Non-accredited from accredited materials from the Unit Standard 123632 MAKE A GARMENT	US ID 123632	10	Non-accredited		150

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9	<b>Poultry Farming</b>	Demonstrate basic understanding of the poultry production industry NQF 3 Credits 2	US ID 119442	12	Accredited	2	60
		Maintain health and safety in poultry production NQF 3 Credits 2	US ID 119408			2	
		Understand vaccine handling and vaccinating practices for poultry NQF 3 Credits 6	US ID 119420			6	
		Demonstrate an understanding of poultry nutrition NQF 3 Credits 10	US ID 430			10	
10	<b>Home Based Care</b>	Provide Support related to Home Based Care NQF 3 Credits: 16 Accredited HW SETA	US ID 260598	8	Accredited	16	80
11	<b>Environmental/Waste management</b>	Implement environmental improvements to a site, facility, operation or process NQF 4, Credits:16. Accredited LG SETA	US ID 123369	12	Accredited	16	80
		Apply and maintain safety in a working environment NQF 2 or equivalent Credits 5 Or equivalent any SETA.	US ID 258925				
12	<b>Animal Production</b>	Apply sustainable farming practices to conserve the ecological environment NQF 2, Credits 5. Accredited Agriseta	US ID 116121	10	Accredited	5	70
		Control inputs and stock in agribusiness NQF 2, Credits 2. Accredited Agriseta	US ID 116122			2	
		Identify basic breeding practices for farm animals NQF 2, Credits 5. Accredited Agriseta	US ID 116107			5	
		Observe and inspect animal health NQF 2, Credits 5. Accredited Agriseta	US ID 116074			5	
13	<b>Plant Production</b>	Apply elementary farm layout and infrastructure NQF 1, Credits 2	US ID 116172	10	Accredited	2	80
		Manipulate plants NQF 1, Credits 5	US ID 116203			5	
		Operate and maintain irrigation systems NQF 1, Credits 2	US ID 116202			2	
		Plant a crop under supervision NQF 1, Credits 4	US ID 116200			4	
		<b>Pest Control</b> - Control pests and diseases in crops NQF 2, Credits 5	US ID 117957			5	
14	<b>Business Training</b>	Produce a business plan for a new venture NQF 2, Credits 8	US ID 119670	5	Accredited	8	140

## **SECTION D: TERMS OF REFERENCE, EVALUATION CRITERIA AND PRICING SCHEDULE**

### **3. SUBMISSION REQUIREMENTS**

- 3.1. Tenders that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 3.2. One **hardcopy must be the original submission, clearly marked "Original" and three (3) copied versions of the original.** All submissions must be delivered in individual envelopes.
- 3.3. Each individual envelope must be clearly marked with the following information:
- 3.3.1. The Tender description
- 3.3.2. Tender number
- 3.3.3. Original or copy 1 or copy 2 or copy 3.

### **4. ENQUIRIES/COMMUNICATION**

**Contact person for enquiries regarding the completion and submission of the tender document:**

Aphiwe Ntlakaza

Email: [rfq@saym.co.za](mailto:rfq@saym.co.za)

All clarifications or enquiries must be made in writing and received by SAYM before the due date as per the time table. Telephonic requests for clarification will not be accepted.

### **5. TENDER EVALUATION / ADJUDICATION**

The tender will be evaluated in two (2) phases:

- a. Compliance/eligibility;
- b. Technical/Functionality;

Bidders that obtain a minimum threshold of 70 out of 100 points to be considered responsive in terms of the functionality

#### **5.1. COMPLIANCE/ELIGIBILITY EVALUATION**

Bidders who do not meet the requirements below will be immediately disqualified. Bids will only be compliant if bidder has submitted the following documents:

<b>NO</b>	<b>DESCRIPTION</b>
<b>1</b>	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017
<b>2</b>	A proof that the bidder is in good standing with SARS. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 <b>prior</b> to the award of the bid.
<b>3</b>	SBD1 - Invitation to bid
<b>4</b>	SBD 4 - A fully completed and duly signed declaration of Interest. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate.
<b>5</b>	SBD 6.2 - A fully completed and duly signed declaration certificate that meets the minimum requirements of local production and content for designated sectors.

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<b>6</b>	SBD 8- A fully completed and duly signed declaration of bidders past supply chain management practices. Should the bidder be found to have abused the supply chain management system, the bid would be declared non- responsive.
<b>7</b>	SBD 9 - A fully completed and duly signed certificate of independent bid determination. Should the 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, the bid would be declared non- responsive.
<b>8</b>	A submission of one hard copy of the original submission, clearly marked "Original" and three (3) copied versions of the original. <b>NB: four (4) documents in total.</b>

### **5.2. TECHNICAL/FUNCTIONALITY EVALUATION**

The evaluation of the functionality of the proposals will be evaluated as per the criteria contained in the table below:

<b>Sub-Criteria</b>	<b>Weightings</b>	<b>Allocated</b>
<p><b>Accreditation</b></p> <p>Accreditation by relevant SETA or any SETA in the case of non-accredited training 30% (Compulsory disqualified if not existing) Signed MOU with an accredited institution accepted.</p>	30%	
<p><b>Assessors and Moderators</b></p> <p>CVs and proof of registration for assessors and moderators. Or Subject Matter Experts in the case of QCTO meeting relevant requirement of at least Occupational Certificate with Trade test and 3 years' experience in the Trade 30% at least 5 CVs per cluster. Gliding scale from 5 downwards</p>	30%	
<p><b>Training Plan</b></p> <p>Sample of a Training plan 20%</p>	20%	
<p><b>Locality</b></p> <p><i>Bidder to submit proof locality if a form of Utility bill, lease agreement or any other document accepted as proof of address for FICA purposes.</i></p> <p><i>Locality points will be awarded to bidders with physical presence:</i></p> <ul style="list-style-type: none"> <li>- <i>within any of the municipal area where SAYM Operates (10)</i></li> <li>- <i>Outside of the municipal area but within the LIMPOPO Province (5)</i></li> <li>- <i>Outside the LIMPOPO Province but within South Africa (2)</i></li> <li>- <i>Outside South Africa (0)</i></li> </ul>	20%	
<b>Total</b>	<b>100%</b>	

**NOTE:** The service provider that scores less than 70 points will be disqualified.

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### **5.3. ADJUDICATION**

The bidder(s) scoring the highest points for Functionality and BBBEE Combined will be appointed to be on the list of the approved panel to be used on a rotational basis.!

**SECTION E: DECLARATION OF INTEREST (SBD 4)**

**NO BIDS WILL BE CONSIDERED FROM:**

1. Persons in the service of the State
2. Companies/ close corporations with directors/ members who are persons in the service of the State.
3. NGO's / Non-profit institutions with directors (whether remunerated or not) in the service of the State

Where exceptions are allowed in terms of the applicable legislation, the bidder must attach an approved and valid Remunerative Work Outside of the Public Service (RWOPS).

Any other natural or legal person legal person may make an offer or offers in terms of an invitation to bid. , or persons having a kinship with persons employed by the state, including a blood relationship. 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.

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

<b>Full Name of bidder or his or her representative</b>	
<b>Identity Number</b>	
<b>Position occupied in Company (director, trustee, shareholder<sup>1</sup>, member):</b>	

**The names of all directors / trustees / shareholders / members, their individual identity numbers, and if applicable, employee / PERSAL numbers must be indicated in the CSD report provided.**

		YES	NO
<b>1.1</b>	<b>Are you or any person connected with the bidder presently employed by the state?</b>		
1.1.1	The bidder acknowledges that bids from Government employees or from companies/close corporations with directors/members that are government employees cannot be considered.		
1.1.2	The bidder further acknowledges that any false declaration in this regard will be reported to the relevant authorities		
1.1.3	If your answers to 1.1 is yes, then please provide details:		

		YES	NO
<b>1.2</b>	<b>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?</b>		
1.2.1	If so, furnish particulars:		

<sup>1</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.

**SECTION E: DECLARATION OF INTEREST (SBD 4)**

		YES	NO
<b>1.3</b>	<b>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?</b>		
1.3.1	If so, furnish particulars:		

		YES	NO
<b>1.4</b>	<b>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?</b>		
1.4.1	If so, furnish particulars:		

		YES	NO
<b>1.5</b>	<b>Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract??</b>		
1.5.1	If so, furnish particulars:		

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

See CSD report

**3. DECLARATION**

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED 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	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

## SECTION E: PREFERENCE POINTS CLAIM (SBD 6.1)

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

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

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

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#### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to ~~exceed~~/not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

(a)	Price; and	80
(b)	B-BBEE Status Level of Contribution.	20
	<b>TOTAL</b>	<b>100</b>

- 1.3 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.4 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**

- 2.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act with an annual turnover up to R10 million;
- 2.6 "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7 "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;
- 2.8 "prices" includes all applicable taxes less all unconditional discounts;

## SECTION E: PREFERENCE POINTS CLAIM (SBD 6.1)

- 2.9 “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act);
- 2.10 “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: THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{l} \mathbf{80/20 \text{ (Up to R50,000,000)}} \quad \text{Or} \quad \mathbf{90/10 \text{ (From R50,000,000)}} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{Or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 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

- 4.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. An EME automatically qualifies as a level 4 contributor. An EME with at least 75% black ownership qualifies as level 1 contributor and an EME with black ownership from 51% to 74% qualifies as a level 2 contributor.
- 4.3 A Bidder other than EME must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. The certificate must be issued by a Verification Agency accredited by SANAS.

### 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2 AND 4.1

B-BBEE Status Level of Contribution: ..... = ..... (maximum of ~~10~~ 20 points)

(Points claimed in respect of paragraph 6 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

**SECTION E: PREFERENCE POINTS CLAIM (SBD 6.1)**

Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable). 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? YES / NO (delete which is not applicable)
- (V) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	<b>✓</b>	<b>✓</b>
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**

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-BBEE status level of contributor indicated in paragraph 6 of the foregoing document, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (I) The information furnished (including information in SBD 1) is true and correct;
- (II) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (III) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (IV) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

## SECTION F: DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</b>	<b>Yes</b>	<b>No</b>
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>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED 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	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**SECTION G: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

- 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.

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I, the undersigned, in submitting the accompanying bid:

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(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 authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or 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;

**SECTION G: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

- (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.
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	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

<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.

**SECTION H: PRICING SCHEDULE (SBD 3.3)**

## ANNEXURE A: GENERAL CONDITION OF CONTRACT

### 3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 "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.
- 3.1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 3.1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 3.1.6 "Country of origin" means the place where 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 basis characteristics or in purpose or utility from its components.
- 3.1.7 "Day" means calendar day.
- 3.1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 3.1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 3.1.10 "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.

## **ANNEXURE A: GENERAL CONDITION OF CONTRACT**

- 3.1.11 “Dumping” occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 3.1.12 “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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 “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.
- 3.1.14 “GCC” mean the General Conditions of Contract.
- 3.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 “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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 3.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 3.1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 3.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.
- 3.1.20 “Project site” where applicable, means the place indicated in bidding documents.
- 3.1.21 “Purchaser” means the organization purchasing the goods.
- 3.1.22 “Republic” means the Republic of South Africa.
- 3.1.23 “SCC” means the Special Conditions of Contract.

## **ANNEXURE A: GENERAL CONDITION OF CONTRACT**

3.1.24 “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.

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

### **3.2 Application**

3.2.1 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.

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

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

### **3.3 General**

3.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.

3.3.2 With certain exceptions, invitations for bid are only published in the SAYM website. Accessible electronically from [www.saym.co.za](http://www.saym.co.za).

### **3.4 Standards**

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

### **3.5 Use of contracts documents and information**

3.5.1 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 as far as may be necessary for purposes of such performance.

## **ANNEXURE A: GENERAL CONDITION OF CONTRACT**

3.5.2 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.

3.5.3 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.

3.5.4 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.

### **3.6 Patent rights**

3.6.1 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.

### **3.7 Performance Security**

3.7.1 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 GCC.

3.7.2 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 contracts.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, 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

3.7.4 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.

### **3.8 Inspections, tests and analyses**

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

3.8.2 If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be

## **ANNEXURE A: GENERAL CONDITION OF CONTRACT**

open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 3.8.3 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 payments arrangements with the testing authority concerned.
- 3.8.4 If the inspection, test 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.
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase 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.
- 3.8.8 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.

### **3.9 Packing**

- 3.9.1 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 precipitations 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.
- 3.9.2 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.

## **ANNEXURE A: GENERAL CONDITION OF CONTRACT**

### **3.10 Delivery and documents**

3.10.1 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.

### **3.11 Insurance**

3.11.1 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.

### **3.12 Transportation**

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

### **3.13 Incidental services**

3.13.1 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.

3.13.2 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.

### **3.14 Spare parts**

3.14.1 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

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- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

### **3.15 Warranty**

- 3.15.1 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 mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 3.15.2 This warranty shall remain valid 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.
- 3.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 3.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 3.15.5 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.

### **3.16 Payment**

- 3.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 3.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 3.16.3 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.
- 3.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

### **3.17 Prices**

- 3.17.1 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.

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### **3.18 Contract amendments**

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

### **3.19 Assignment**

- 3.19.1 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.

### **3.20 Subcontracts**

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

### **3.21 Delays in the supplier's performance**

- 3.21.1 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.
- 3.21.2 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 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.
- 3.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 3.21.4 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.
- 3.21.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
- 3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required

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to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### **3.22 Penalties**

3.22.1 Subject to GCC clause 3.25, 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 3.23.

### **3.23 Termination for default**

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

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

### **3.24 Anti-dumping and countervailing duties and rights**

3.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of 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 favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

### **3.25 Force Majeure**

3.25.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.

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3.25.2 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 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.

### **3.26 Termination for insolvency**

3.26.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

### **3.27 Settlement of Disputes**

3.27.1 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.

3.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by 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.

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

3.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

3.27.5 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.

### **3.28 Limitation of liability**

3.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 3.6;

- (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 or 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.

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### **3.29 Governing language**

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

### **3.30 Applicable law**

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

### **3.31 Notices**

3.31.1 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.

3.31.2 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

### **3.32 Taxes and duties**

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

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

3.32.3 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.