

PROVINCE OF  
THE EASTERN CAPE



PROVINCE OF  
THE EASTERN CAPE

01

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-23/24-0003

**STANDARD BIDDING DOCUMENT: SUPPLY OF EXPERT MATHEMATICS AND PHYSICAL SCIENCE GRADE 10, 11 AND 12 TEACHERS TO TEACH IN THE IDENTIFIED SCHOOLE AND PROVIDE TUTORING AND REVISION CLASSES. THE TEACHER WILL EQUALLY BE OF USE TO SUPPORT VACATION CLASSES AND INCUBATION CENTRES UNTIL THE COMPLETION OF THE NSC GRADE 12 FINAL EXAMINATIONS IN THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDoE) FOR A PERIOD CONTRACT OF THREE (3) YEARS. THE MODEL OF SUPPORT WILL BE RESIDENT BASED.**

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**Issued by:**

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

**Prepared by:**

N. Mahlaza  
Steve Vukile Tshwete Education Complex  
Zone 6, Zwelitsha  
5605

Tel: (040) 608 4524  
Contact Person: Mr. P.Nxozana

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Name of Bidder: \_\_\_\_\_

Closing Date: 16<sup>TH</sup> JANUARY 2024



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU6-23/24-0003	CLOSING DATE:	16 JANUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY OF EXPERT MATHEMATICS AND PHYSICAL SCIENCE GRADE 10, 11 AND 12 TEACHERS TO TEACH IN THE IDENTIFIED SCHOOLE AND PROVIDE TUTORING AND REVISION CLASSES. THE TEACHER WILL EQUALLY BE OF USE TO SUPPORT VACATION CLASSES AND INCUBATION CENTRES UNTIL THE COMPLETION OF THE NSC GRADE 12 FINAL EXAMINATIONS IN THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDoE) FOR A PERIOD CONTRACT OF THREE (3) YEARS. THE MODEL OF SUPPORT WILL BE RESIDENT BASED.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR. M MPUPU	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	083 275 0672	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	mbulelo.mpupu@ecdoe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder:.....	Bid number: <b>SCMU6-23/24-0003</b>
Closing Time <b>11:00</b>	Closing date: <b>16<sup>TH</sup> JANUARY 2024</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

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SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder:.....	Bid number: <b>SCMU6-23/24-0003</b>
Closing Time <b>11:00</b>	Closing date: <b>16<sup>TH</sup> JANUARY 2024</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. <b>** (ALL APPLICABLE TAXES INCLUDED)</b>	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
--	----------	-------------	---------------------------

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/not firm

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

\*Delete if not applicable



**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2... etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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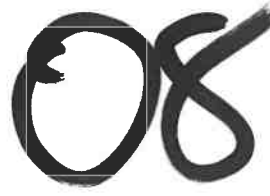
**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



### BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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





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with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</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.

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institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**ECBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

- 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 R50 000 000** (all applicable taxes included) and therefore the **90/10 Preference Point System shall be applicable**.

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:

	<b>POINTS</b>
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<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 us 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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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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

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*(Tick applicable box)*

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at 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		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

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

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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**



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**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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18. Contract amendments
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34. Prohibition of restrictive practices

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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 an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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



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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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- 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 General Conditions of Contract (revised July 2010)



Province of the  
**EASTERN CAPE**  
EDUCATION


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**CURRICULUM**

Steve Vukile Tshwete Complex • Zone 6 • Zwelitsha • Eastern Cape Private Bag X0032 • Bisho • 5605 • REPUBLIC OF SOUTH AFRICA Tel: +27 (0)40-608 4494  
• Fax: +27 (0)40-6084672 • Website: [www.ecdoe.gov.za](http://www.ecdoe.gov.za) Email: [vivianne.wesphal@ecdoe.gov.za](mailto:vivianne.wesphal@ecdoe.gov.za)

**TERMS OF REFERENCE**

BID NUMBER:	SCMU6 – 23/24 <del>0003</del>
DESCRIPTION:	Supply of expert Mathematics and Physical Science Grade 10, 11 and 12 teachers to teach in the identified schools and provide tutoring and revision classes. The teachers will equally be of use to support vacation classes and incubation centres until the completion of the NSC Grade 12 final examinations in the Eastern Cape Department of Education (ECDoE) for a period contract of three (3) years. The model of support will be resident based.
PUBLISH DATE:	
VALIDITY PERIOD:	120 Days from the closing date
CLOSING DATE:	16 January 2024.
CLOSING TIME:	11h00
COMPULSORY BRIEFING SESSION:	Date: Time: 11:00 am Address:
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAM'S TOWN
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and are deposited in the tender box located at the Main Reception Area in Head Office, Zwelitsha, King William's Town, Eastern Cape Department of Education. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's reception is accessible 8 hours a day from 08h00 to 16h30; 5 days a week from Monday to Friday. Bidders must ensure that they <b>sign the register</b> at the reception counter when delivering bids. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses.

BIDDER'S NAME: 



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## TERMINOLOGY

**Department** means Eastern Cape Department of Education

**NSC** means National Senior Certificate

**Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

**Service Level Agreement (SLA)** is a contract between the TMC and (ECDoE) that defines the level of service expected from the Supplier.

**Supply Chain Management** means Supply Chain Management

**Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

**VAT** means Value Added Tax.

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## 1. BACKGROUND

- 1.1. Schools in the Eastern Cape are battling with shortage of Mathematics and Physical Science teachers. The lack of qualified teachers for these two crucial subjects has contributed to the Eastern Cape's poor matric results compared to other provinces in past years.
- 1.2. To address these challenges certain interventions have been put in place from 2018 to 2023 as efforts to improve the matric pass rate. As a result of these efforts, the pass rate of the Eastern Cape in these two subjects has improved from 2019 from 41.8% to 46.1% in 2022 for Mathematics and 70.3% in 2019 to 70.5% in 2022 for Physical Sciences with insignificant improvements in the inner years.
- 1.3. It expected that these subjects must meet the national target as prescribed in the NDP goals of performance above 70% and the service provider must realize this target.
- 1.4. The other indicator of quality is the improved pass rates in high enrolment subjects, in particular, the increase in number of learners and the pass rate for Mathematics and Physical Sciences. In 2022 the Eastern Cape improved nominally as such there is still a need for the intervention.

## 2. BID OBJECTIVES

- 2.1. To sustain the gains achieved little gains from 2019 to 2022, the Eastern Cape Department of Education herein under referred to as the (ECDoE) invites the suitably qualified service providers to provide and supply the ECDoE with expert Mathematics and Physical Sciences teachers for Grade 10, 11 and 12 to teach in the identified schools and provide tutoring and revision classes until the completion of the NSC Grade 12 final examinations in the Eastern Cape Department of Education (ECDoE) for a period contract of three (3) years. The model of support will be resident based.
- 2.2. The ECDoE shall focus on intensive Curriculum coverage and reinforce work covered during the holiday camps and focusing on strengthening intensive preparations to complete the programme of work in both subjects and implement intensive revision.
- 2.3. The revision will cover critical examination questions of the previous years, difficult topics as per the direction of all diagnostic reports and results analysis data from term one (1) and two (2) and all other findings that are brought to the fore as the subject advisors are supporting schools.
- 2.4. However, the major challenge faced by more than 300 schools is the unavailability of qualified Mathematics and Physical Sciences teachers who will be able to teach Grade 10, 11 and 12 classes effectively such that these learners can stand better chances to succeed at the end of 2024.

## 3. DURATION

- 3.1. The contract will run for a period of 3 years from date of award subject to the signing of the SLA. This may be extended by mutual consent for a further period of 2 years should the need for the services still exist at the discretion of the ECDoE.
- 3.2. The service provider may be requested to scale up or down services at any period of the contract.

#### 4. SCOPE OF WORK

##### 4.1. Duties and Responsibilities of the Service Provider

- 4.1.1. To prepare appropriate lesson plans based on the Caps-Aligned Pacesetters and Work Schedule (ATP) and learning materials for each session, to make them available for monitoring or lesson observation visits and to maintain them as part of the documentation files.
- 4.1.2. **Assist with the delivery of teaching in a positive classroom environment, for example:**
  - 4.1.2.1. Explaining concepts or ideas to learners,
  - 4.1.2.2. Answering queries and concerns from learners,
  - 4.1.2.3. Preparing handouts or other written materials, as instructed/advised by the HOD/Subject teacher,
  - 4.1.2.4. Assisting learners in preparing for examinations,
  - 4.1.2.5. Clarifying problematic or difficult subject areas,
  - 4.1.2.6. Providing guidance and advice to learners on educational and social matters and on their further education and future careers; providing information on sources of more expert advice,
  - 4.1.2.7. Promoting the general progress and well-being of individual learners, groups of learners or class entrusted to him/her,
  - 4.1.2.8. Ensuring health and safety protocols as observed in the classroom and in the laboratory.
- 4.1.3. **Assist with the delivery of teaching in a tutorial environment, for example:**
  - 4.1.3.1. Explaining concepts or ideas to small groups of learners,
  - 4.1.3.2. Teaching according to the educational needs, abilities and achievement of the individual learners and groups of learners,
  - 4.1.3.3. In case of Physical Sciences, demonstrate and/or assist learners to perform the prescribed experiments as prescribed by CAPS,
  - 4.1.3.4. Setting Tutorial assignments, such as essays, analyses of papers, statistical problems etc,
  - 4.1.3.5. Meet learners at the school and go over their homework assignments in the applicable subject areas,
  - 4.1.3.6. Ask learners about specific topics or subject areas that are challenging to them or warranting further exploration,

- 4.1.3.7. Review recent homework assignments and test scores, and work through problems or questions that the students did not answer correctly,
- 4.1.3.8. Employ proven study aides to prepare for upcoming tests,
- 4.1.3.9. Take notes during tutoring sessions so you can follow up with the student later.,
- 4.1.3.10. Communicate with parents/guardians about trouble areas or any other issue that requires attention.

**4.1.4. Assist with the delivery of teaching in off school, i.e. on a field trip if required, for example:**

- 4.1.4.1. Explaining techniques during a field trip or excursion such as surveying, monitoring or classification,
- 4.1.4.2. Explaining relevant concepts and their application in the field thus linking classroom environment to the outside world.

**4.1.5. Assist with the assessment and examination process, for example:**

- 4.1.5.1. To assist in the marking of examinations,
- 4.1.5.2. To assist in the marking of Pre & Post Tests,
- 4.1.5.3. To provide feedback to learners following examinations,
- 4.1.5.4. To conduct Baseline and Feedback Assessments.

**5. MAIN PURPOSE OF MATHEMATICS & PHYSICAL SCIENCES TUTOR/S/TEACHERS**

- 5.1. The main purpose is to provide tuition that will expand understanding of specific subject areas to the learners via tutorials,
- 5.2. The Tutor/s/teachers are required to have specialist knowledge in the relevant discipline, have excellent interpersonal skills and the ability to communicate at all levels,
- 5.3. In addition, the Tutor/s or teachers will be required to prepare their own teaching material, encourage and motivate learners, and act as a good role model.

**5.3.1. Tutor Sessions:**

- 5.3.1.1. Extra Hours Tutoring Sessions: Morning, Afternoon & Evening classes,
- 5.3.1.2. Weekend Tutoring Session: Saturday classes,
- 5.3.1.3. Day to Day Tutoring Sessions: Normal school classes,
- 5.3.1.4. School Vacation Tutoring Sessions: Autumn, Winter & Spring Classes,
- 5.3.1.5. Final Examination Preparation Tutoring Sessions

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#### **5.4.1. Spring Schools**

- 5.4.1.1. All schools will be encouraged to use the school holidays to provide 20 hours of tuition in Mathematics and Physical Science,
- 5.4.1.2. The focus of these lessons will be working through past examination papers,
- 5.4.1.3. The ECDoE will run residential camps in all 12 districts for 200 – 400 learners per district,
- 5.4.1.4. These camps will be for learners who achieved 25% - 35% in the June examinations,
- 5.4.1.5. Specialist teachers will be employed to teach at these residential Spring Schools,
- 5.4.1.6. On each of the 5 days of the camp, learners will receive at least four (4) hours of tuition in mathematics and four (4) hours of tuition in Physical Science, that is, 20 hours per subject over the week.

#### **5.5.1. Extra tuition**

- 5.5.1.1. From the beginning of the fourth school term, schools in consultation with the ECDoE, will offer a 40-hour intensive programme for both Mathematics and Physical Science,
- 5.5.1.2. The assumption is that formal Grade 11 and 12 classes will be adjusted to accommodate a focus on Mathematics and Physical Science,
- 5.5.1.3. A timetable for the 40-hour programme at each school will be provided to learners and their parents by 20 September 2024,
- 5.5.1.4. The expert Mathematics and Physical Science teachers must support teachers at schools with high numbers of Mathematics and Physical Science Grade 11 and 12 learners.

## **6. ELIMINATION CRITERIA**

### **6.5. Pre-qualifications requirements**

- 6.5.1. Bidders will be disqualified if they fail to:
  - 6.5.1.1. Sign and fully complete the SBD 1, SBD4,
  - 6.5.1.2. Submit audited financial statements from a registered and reputable auditing firm/ an accountant for the period of three years from 2020, 2021 and 2022, these are to assess and validate the financial stability and capacity of the bidding entity. Any entity exempted from submitting the AFS must submit verifiable proof and evidence that the entity has financial stability over the three-year period.
  - 6.5.1.3. Failure to submit a database of tutor/s or teachers demonstrating years of relevant experience and qualifications,
  - 6.5.1.4. Failure to submit a database of experts – lead team,
  - 6.5.1.5. Failure to comply with all the above-mentioned requirements will result in the bid being disqualified.

## 7. EVALUATION OF THE BID

The bid proposals shall be evaluated in accordance with the 90/10 principle.

In terms of the Revised Preferential Procurement Policy Framework Act (PPPFA) and Regulations and the PPR of 2022, Bids with a threshold value of more than R50 000 000,00 will be evaluated on the 90/10 principle.

Preferential Goals Historically Disadvantaged Individuals	Percentage Allocated	Allocation of Points 90/10
Women Participation	10	1
Persons with Disabilities	10	2
Promotion of Youth through ownership	20	1
<b>Specific Goals</b>		
Enterprises located in the Eastern Cape Province	50	5
Promotion of Military Veterans	10	1

### CLAIMING OF PREFERENCE POINTS

- Preference points allocated to Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such a person has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.
- For promotion of enterprises located within the Eastern Cape Province, points may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province.

This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within the Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

- o Preference points may be allocated to other RDP goals as follows:
  - Promotion of South African owned enterprises
  - Promotion of export-oriented production to create jobs.
  - Creation of new jobs or intensification of labour absorption
  - Promotion of enterprises located in the rural areas.
  - Promotion of enterprises located in specific municipal areas for work to be done or services to be rendered in that municipal area.

***NB: Please provide proof of HDI and Specific Goals as indicated in the Specification to claim points. This will however be verified by the Department, using the following POE amongst others (but not limited to)***

NO	Preferential Goals Historically Disadvantaged Individuals	Possible Supporting Documents
1	Women Participation	CSD report and ID copy of owner/s and proof it is owned by women
2	Persons with Disabilities	Confirmation of disability by a registered practitioner
3	Promotion of Youth	CSD report and ID copy of owner/s
4	Enterprises located in the Eastern Cape Province	Proof of residence in the form of municipal bills, title deeds and signed lease agreements
5	Promotion of Military Veterans	Certificate of registration, CSD report and ID copy of owner/s
6	In case of JV and Consortiums	Company composition documents and JV agreement indicating % allocation of work per JV partner

## 8. EVALUATION PROCESS

8.1 All proposals submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the scope of work, according to the Evaluation Criteria.

8.2 The bulk of points are in respect of the experience and capability of the individual team members

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and the proposals will only be evaluated if detailed CVs of the proposed lead-team are provided in accordance with the Curriculum Vitae Template in the Bid Document Pack.

- 8.3 Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points.
- 8.4 In terms of Revised Preferential Procurement Policy Framework Act, and PPR2022 , responsive bidders will be adjudicated by the state on the 90/10 preference point system.
- 8.5. The responsive bids will be evaluated in three stages. stage one (1) is pre-qualification and administrative evaluation, and stage two (2) functionality, and stage three (3) pricing and preference points,
- 8.6. Bids which have met all the compliance requirements will be evaluated according to the adjudication criteria as described herein,
- 8.7. Only bidders who score 80% in functionality will be considered for further adjudication.

#### **8.7.1. STAGE 1: Initial screening Process:**

- 8.7.1.1. During this phase, bid responses will be reviewed for purposes of assessing compliance with terms of reference requirements including the general bid conditions and requirements,
- 8.7.1.2. Supporting documents for consortium, joint venture where applicable.
- 8.7.1.3. Bidders must ensure that special conditions of the contract are met and where required evidence must be submitted together with the proposal. Failure to meet the special conditions of the contract will lead to disqualification of the bidder.

#### **8.7.2. PHASE 2: Technical/ Functionality Evaluation**

- 8.7.2.1. Bid responses will be evaluated in accordance with the Functional criteria as follows:
- 8.7.2.2. Required experience and expertise;
- 8.7.2.3. The bidder must show the following attributes in their expertise & proven experience:
- 8.7.2.4. For experience: This entails indicating the number and naming of projects undertaken by the company (client base);
- 8.7.2.5. For expertise: This entails the qualifications, technical expertise and years 'experience of the individuals' which will be the assigned team members in the areas cited. (Noting that



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personal experience is gained at your company and previous companies worked for (CVs should show this).

8.7.2.6. For status: The bidder shall be a company with proven experience, expertise and proven track record. The information provided for each client must include: references indicating the following; client name, contact details, description of the project, and the value of work.

**9. FUNCTIONALITY EVALUATION**

Bidders who score at least below 80 points will not proceed to the presentation stage and will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A.	Experience and expertise in providing similar services. Please provide a minimum of four (4) reputable, contactable reference where similar services were delivered. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract.			
	<b>Points will be allocated as follows:</b>	<b>Points</b>		
	4 and above contactable references	30		A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.
	3 contactable references	20		
	2 contactable references	10		
Less than 2 contactable references	0			
B.	Technical Proposal must be dealt with in line with Annexure "B" and must address and cover all the elements stated in this annexure	COMPLY	NOT COMPLY	
				Provide proof
	<b>Points will be allocated as follows:</b>	<b>Points</b>		
	Technical proposal covering all elements outlined below with supporting evidence where required and must demonstrate adequate capacity to execute the project/manage the ECDoE account,	30		

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<p>including value add services and possible discounts.</p> <ul style="list-style-type: none"> <li>• Project Management tools</li> <li>• Localization of the project</li> <li>• Skills transfer and sustainability</li> <li>• Previous experience in a related project</li> <li>• Youth empowerment in MSET</li> <li>• Evident human capital sourced within the province</li> <li>• Proof and evidence of success and pass rates</li> </ul>			
<p>Technical proposal not covering all elements outlined below and without supporting evidence and does not demonstrate adequate capacity to execute the project/manage the ECDoE account, including value add services and possible discounts.</p> <ul style="list-style-type: none"> <li>• Project Management tools</li> <li>• Localization of the project</li> <li>• Skills transfer and sustainability</li> <li>• Previous experience in a related project</li> <li>• Youth empowerment in MSET</li> <li>• Evident human capital sourced within the province</li> <li>• Proof and evidence of success and pass rates.</li> </ul>	0		
<p><b>Staff members – Project Lead-Team (CV's</b></p> <ul style="list-style-type: none"> <li>• Demonstrating capacity to execute the work</li> <li>• Provide profiles/ CVs of human resources to be allocated to this project with relevant experience – project lead-team.</li> </ul> <p><b>You are required to provide certified copies of qualification of staff members and proof of registration with relevant regulatory body/ies where applicable</b></p>	COMPLY	NOT COMPLY	
<p>Points will be allocated as follows:</p>	Points		

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C	Directors with a minimum of five years relevant experience and proof of qualifications which must be certified copies,	20		Proof of qualification(s), registration and contactable references must be provided; a reference will be discarded if the referee gives a negative reference.
	Service Consultants with a minimum of three years relevant experience with certified proof of qualifications.	10		
	Managers with a minimum of three years relevant experience and proof of qualifications which must be certified copies, Service Consultants with two years relevant experience with certified proof of qualifications.	5		
	Account Manager with a minimum three years relevant experience and proof of qualifications which must be certified copies, Service Consultants with less than two years relevant experience with certified proof of qualifications.	5		
	Directors with less than five years relevant experience and proof of qualifications which must be certified copies, Service Consultants with a minimum of three years relevant experience with certified proof of qualifications.	0		
	Managers with less than three years relevant experience and proof of qualifications which must be certified copies, Service Consultants with two years relevant experience with certified proof of qualifications.	0		
	Account Manager with less than three years relevant experience and proof of qualifications which must be certified copies, Service Consultants with less than two years relevant experience with certified proof of qualifications.	0		
<b>TOTAL POINTS</b>			<b>100</b>	

It is the responsibility of the bidder to submit verifiable evidence in all areas of the elimination criteria, failure to provide verifiable evidence will result in disqualification or non-allocation of points and subsequently disqualification.

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## 10. BID CONDITIONS

- 10.1. Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified,
- 10.2. ECDoE reserves the right to award the bid in whole or partially.
- 10.3. ECDoE reserves the right not to award the bid,
- 10.4. The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Panel,
- 10.5. Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals,
- 10.6. Planned Joint Ventures related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:
  - 10.6.1. Original or certified copies of their entities audited financial statements,
  - 10.6.2. Joint BBEE Certificate,
- 10.7. Bids must be delivered by the stipulated time to the correct address and **late bids shall not be accepted for consideration,**
- 10.8. All bids must be submitted on the official forms provided not to be re-typed or online,
- 10.9. Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes),
- 10.10. This bid is subject to the Revised Preferential Procurement Policy Framework Act 2 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract,
- 10.11. Bidders must ensure compliance with their tax obligations,
- 10.12. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 10.13. All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.

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## 11. SPECIAL CONDITIONS

- 11.1. A bid not complying with the minimum requirements stated hereunder will be regarded as not being "Acceptable bid" and as such will be rejected,
- 11.2. If any pages have been removed from the bid document or have not been submitted,
- 11.3. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document,
- 11.4. Bidders are requested to submit one (1) original and two (2) copies of their proposals indexed and separated for ease of reference,
- 11.5. The bid has not been properly signed by a party having the authority to do so,
- 11.6. A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted,
- 11.7. Bid offer will be rejected if a bidder or any of the directors is listed on the Register of bid defaults in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State,
- 11.8. Bid offers will be rejected if the bidder has abused the ECDoE's Supply Chain Management System,
- 11.9. Failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) with the bid document,
- 11.10. Failure to complete and sign the certificate of independent determination or disclosing of wrong information,
- 11.11. The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 11.12. This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document,
- 11.13. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score

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the highest number of points.

11.14. Absence of proof for the availability of tutors.

## 12. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

### 12.1. Contract Information

12.1.1. The awarded bidders are expected to have the bid document and be always well versed with it as this is a binding document.

12.1.2. The successful bidder is required to submit a project management plan within a month of appointment for inclusion in the SLA.

### 12.2. Unsatisfactory performance

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

12.2.2. Bidders are therefore requested to take note of all the clauses of the specifications in this invitation to the bid;

12.2.3. The ECDoE reserves the right to exercise a breach of contract clause as stipulated in the General Conditions of Contract (GCC), should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so;

12.2.4. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the TMC and could be viewed to be a supervening impossibility to perform.

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

## 13. FORMAT AND SUBMISSION OF BIDS

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

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

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

13.4. Functionality proposal should be submitted in a separate envelope clearly marked "TECHNICAL

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PROPOSAL”;

- 13.5. The price proposal should be submitted in a separate envelope clearly marked “FINANCIAL PROPOSAL”

#### 14. CONTRACT ADMINISTRATION

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

#### 15. ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:

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

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

Submissions should be in a sealed envelope/s marked the name of the PROPOSAL NUMBER SCMU6

#### 16. CLOSING DATE AND TIME

The closing date is 2023 at 11h00. No late submission will be accepted.

#### 17. BID ENQUIRIES AND CONTACT PERSON

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

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

**18. REQUEST FOR FURTHER INFORMATION**

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

**Bid Enquiries:**

Mr P Nxozana

Tel 040 608 4524 / 079 693 6148

Fax: 040 608 4663

Email address: [pakamile.nxozana@ecdoe.gov.za](mailto:pakamile.nxozana@ecdoe.gov.za)

**Technical Enquiries:**

Mr. A.M. Mpupu

Tel: 083 275 0672

Email address: [Mbulelo.mpupu@ecdoe.gov.za](mailto:Mbulelo.mpupu@ecdoe.gov.za)

Compiler:

Act/ Chief Director: Cluster B  
Mr. A.M. Mpupu



21/11/2023

Date



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RECOMMENDED / ~~NOT RECOMMENDED~~

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.....  
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Chairperson:

Bid Spec Committee

21/11/2023

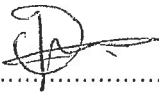
Date



Member: Departmental Bid Spec Committee

21/11/2023

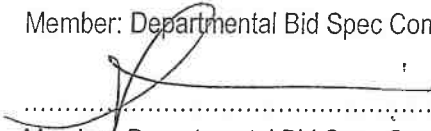
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Member: Departmental Bid Spec Committee

21/11/2023

Date



Member: Departmental Bid Spec Committee

21/11/2023

Date

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Member Departmental Bid Spec Committee

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Date

APPROVED / ~~NOT APPROVED~~

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The Head of Department  
Dr AS Nuku

24.11.2023

Date

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**27. ANNEXURES**

27.1. Annexure A (pricing schedule)

27.2. Annexure B (template of the CV)

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28. ANNEXURE 'A'

28.1. It is compulsory that the bidder completes the failure to do so will invalidate the bidders' proposal.

PRICING SCHEDULE

Tutor cost structure

ITEM	DESCRIPTION	(exclusive of VAT applicable)
TUTOR	Salary	
ACCOMMODATION	Per night	
TRAVELLING	Own vehicle (per km)	
CATERING		
PROJECT MANAGEMENT		
ANY OTHER COSTS.		

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29. ANNEXURE 'B'

Template for the CVs