



BID NO: SCMU10-23/24-0008

FOR

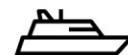
**APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE
PROVIDERS FOR THE EASTERN CAPE DEPARTMENT OF
TRANSPORT FOR A PERIOD OF THREE YEARS**

**BID DOCUMENT
ISSUED BY:**

**DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605**

**TEL: (043) 604 7400
FAX: (086) 648 6340**

NAME OF BIDDER: _____



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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-23/24-0008

Bids are hereby invited for **APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE YEARS**

Bids documents will be available as from the Friday 19 May 2023 at 11:00 on the departmental website www.ectransport.gov.za or www.etenderportal.gov.za.

A compulsory briefing session will be held on **Friday 2nd June 2023 at 14:00 no 21 Brooklyn road Wood brook East London large board room**, where potential bidders will be allowed to ask questions of clarity.

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Number and the Nature of the Service required and may be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Fleming Street, King William's town, 5601 not later than **11:00 on Wednesday 21 June 2023** when the bids will be opened in public.

Bidders must take particular note of the following:

- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.
- Centralized Suppliers Database (CSD) Registration Report will be used to verify preferential specific goal points.
- Bidders must submit a Centralized Suppliers Database (CSD) Registration Report with the Bid as proof of being registered on the Database, and failure to do so will render the bid non-responsive, and will be disqualified, such report must be within ten [10] days on the closing date of the bid.
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS
- No late, posted, telephonic, or faxed bids/proposals will be considered.
- The lowest and/or any bid will not necessarily be accepted.

Enquiries should be directed to:

(Technical Enquiries)

Ms. N. Kreusch:

Cell: 082 447 9873

nobubele.kreusch@ectransport.gov.za

(Admin Enquiries)

Mr P Nqikashe

Cell: 043 604 7652

tenders@ectransport.gov.za

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

Reference letter and Award Letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in a sealed envelope clearly marked:

“Bid No: SCMU10-23/24-0008 APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE YEARS”

And the Bidder’s name and address, shall be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Fleming Street, King William’s town, 5601, not later than **11:00 . Wednesday 21 June 2023**. Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw its bid. This will be by written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after it has been notified of the acceptance of its bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of the bid or within such extended period as the Employer may allow, the Service Provider holds itself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favourable bid and that if it purports to withdraw its bid within the period for which it has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against it either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. MINIMUM WAGES

Any bid that contains proposals for wages that are less than the minimum wage according to sector determination shall be rejected. A Firm Price for a period of three years including employee increments is required.

10. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

11. SITE INSPECTION/BIDDERS MEETING

A compulsory site inspection/bidders meeting that will be held.

12. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

13. TAXES AND LEVIES

Bidders shall include Value Added Tax (VAT) in their bid rates.

14. EVALUATION OF BIDS

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for specific goals

- The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender

PREFERENTIAL SPECIFIC GOALS POINTS TABLE

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership		
Black ownership	Min 0 Max 10	% ownership
black women ownership	Min 0 Max 10	% ownership
black youth ownership	Min 0 Max 10	% ownership
disabled people ownership	Min 0 Max 10	
(a) Local Municipality –	Min 0 Max 10	

15. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

16. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

17. PENALTIES

In the event that the Contractor fails to deliver items within 8 weeks, or provides valid, acceptable reasons for non-delivery as specified in Chapter 4 “Project Specifications, the Employer may deduct 5% of the invoice amount.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.
- Bidders must familiarize themselves with these GCCs

SECTION 4:
TERMS OF REFERENCE

**APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE
EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE YEARS**

1. BACKGROUND INFORMATION

The Community Based Programme (CBP) within the Eastern Cape Department of Transport (ECDoT) is responsible for the implementation of the Expanded Public Works Programme (EPWP) which is a measured approach by the South African Government that seeks to address social and economic inequalities by ensuring that participants gain essential skills to increase their ability to earn an income, increase their prospects of obtaining decent employment and embark on sustainable involvement in the second economy. This bid will therefore also make provision for EPWP trainees in addition to other Departmental Empowerment & Developmental Programmes.

As a performance driven organisation, the ECDoT seeks to create a pool of suitable providers of education, training and development with the capacity to offer credible and accredited short learning programmes for the EPWP participants and other departmental programmes working closely. In order to achieve the EPWP objectives within the ECDoT in collaboration with other government and private sector stakeholders, the relevant service providers will be called upon from time to time to provide learning solutions/interventions for growth and development and greater exit opportunities for the EPWP participants, its stakeholders and other departmental development and empowerment initiatives.

Learning and development involve the provision of suitable formal opportunities for the EPWP participants, and its collaborative stakeholders as described above, to advance their skills and competencies on projects or other identified initiatives, with particular emphasis on those areas where the skills level of an individual in one or more capabilities is below the level required for a given contract, project or job-related requirement. Capacity development may also require ARPL [Adult Recognition of Prior Learning/Artisan Recognition of Prior Learning], training, education, trades development and trades qualification opportunities as well as the standardization of appropriate operational practices.

Current training efforts are inadequate to meet existing and future needs to enable participants to achieve the levels of understanding, skills and competence needed to carry out their work effectively even beyond their employment or project contracts. The appointment of a panel of accredited training service providers will assist to ensure that there is a standardized curriculum of good quality with inputs and approval of trainers or subject matter experts.

2. PURPOSE

As a performance driven organisation, the ECDoT seeks to create a pool of suitable providers of education, training, and development with the capacity to offer credible and accredited short learning programmes for the EPWP participants and other departmental programmes working closely. In order to achieve, amongst others, the EPWP objectives within the ECDoT in collaboration with other Government and private sector stakeholders, the relevant service providers will be called upon from time to time to provide learning solutions/interventions for growth and development and greater exit opportunities for the EPWP participants, its stakeholders and other departmental skills and training needs required.

3. OBJECTIVES

The broad objectives of this request for proposals include the following:

- 3.1 To identify and appoint onto its database of preferred suppliers, a calibre of quality-focused and suitably accredited training providers that will design and deliver needs-based technical, behavioural, leadership and related learning solutions as indicated.
- 3.2 This document, therefore, sets out the requirements of the ECDoT and provides a detailed approach to which bidders should respond in order to be considered.

4. SCOPE OF WORK

Responsibilities of the accredited training service provider:

- 4.1 Provide training aligned to the relevant qualification/unit standard(s) according to the approved training plans (CBP Integrated Training Framework and the Departmental Empowerment and Development Plans); including arrangements made with the relevant provider for the verification of learner achievements.
- 4.2 The training provider must have the capacity to design and deliver contextualized training solutions.
- 4.3 The provider is required to conduct a baseline assessment and ensure that training is aligned appropriately to meet the varying needs of employees/trainees.

- 4.4 The provider is required to conduct formative and summative assessments and produce evidence of employee/trainee knowledge/skill improvement.
- 4.5 The ECDoT recognises the importance of post course support to ensure the application of acquired knowledge in the workplace and as such the ECDoT shall provide on-the-job support. The provider is required to build in post course support and assessment to maximize return on investment.
- 4.6 The provider is required to issue credit bearing certificates to qualifying employees.
- 4.7 Issue a Provider Competency Declaration within 5 working days of the assessment of each learner's Portfolio of Evidence (PoE) in alignment with the relevant unit standard; issue a clear and detailed Development Plan reflecting each of the areas of remediation needed for each learner found to be not-yet-competent.
- 4.8 Issue authentic Statement of Results (SOR); and a Provider Certificate to each qualifying learner within no more than 6 weeks of the last training workshop and/or assessment.
- 4.9 Punctually submit a duly completed monthly Project Status Report on the prescribed template by the assessor, as well as an internal moderation report aligned to the relevant unit standard.
- 4.10 Submit a Closeout Report, Assessors' Report, Internal Moderator's Report, and other relevant reports at the completion of the project.

5. TECHNICAL EXPERTISE

- 5.1 Training Service Providers must have appropriate accreditation status with the relevant Quality Council Trade and Occupations or ETQA.
- 5.2 The program/s offered must be NQF aligned, credit bearing and approved/accredited by the relevant Quality Council /ETQA
- 5.3 The training service provider's Facilitators, Assessors and Moderators must have the expertise (qualifications and experience) in the fields in which they will present training. CVs, proof of qualifications and registration as Facilitator/s, Assessor/s and Moderator/s must be submitted together with the proposal.
- 5.4 In the interest of maintaining quality standards, the provider shall only be permitted to utilize trainers/assessors whose qualifications and proof of registration have been verified by the relevant QCTA and/or ETQA at the time of the providers' submission of the proposal. In the event of a substitution, the provider shall be required to submit a written notification to the relevant Departmental Manager who required the training, prior to making a replacement.

6. OTHER REQUIREMENTS

- 6.1 The ECDoT will conduct verification of the providers' accreditation prior to entering into an agreement with training providers. The ECDoT may conduct random site visits to the workshops/training facilities of the provider as and when it deems necessary. It is important to note that workshops/training facilities of service providers must also be duly accredited as training sites.
- 6.2 Selected providers will enter into an agreement with the ECDoT to ensure alignment of expectations and continuously engage on scope clarification and modifications where deemed necessary.
- 6.3 Contracting will be as and when required, which will be a Performance-based Agreement i.e. payments shall be directly linked to the satisfactory meeting of identified performance criteria.
- 6.4 The ECDoT and the selected provider will agree via a Service Level Agreement to ensure alignment of expectations and continuously engage on scope clarification and modifications where deemed necessary.

7. KEY INTENTIONS

The ECDoT wants to contribute to addressing the national challenges relating to the inability of the South African economy to expand and provide increased employment opportunities, explicitly ongoing skills scarcities in the technical (especially with regard, but not limited, to qualified artisans) and professional fields that are fundamental to the development and growth of our economy. The requirements of this Bid are aligned to the following policy and legislative prescripts which seek to contribute to the "decent job" agenda of Government:

- Ministerial Determinations and Code of Good Practice, 2012
- The National Skills Development Strategy (NSDS) III, (2014-2019)
- The Quality Council for Trades and Occupations (QCTO) principles - 2010
- The National Qualifications Framework Act 67 of 2008
- The New Growth Path - 2010
- The Further Education & Training Act, as amended, 1 of 2013
- The White Paper for Post School Education and Training VIII.
- ECDoT EPWP Policy of 2022

- The CBP Integrated Training Framework of 2022.

The Department seeks to:

- 7.2 Prioritise significant programmes that expand skills, support career-pathing, enable greater elasticity and flexibility and increase productivity.
- 7.2 Carefully consider 4IR as an opportunity for new career fields to be developed and the need for job seekers and employees to meet such needs through training and development, even if at a basic entry level and adapt to automation necessitated by the 4IR; its impact on the need for change, different types of job opportunities and careers that need to be developed.

8. RANGE OF REQUIRED TRAINING PROGRAMMES AND EXPECTED TRAINING OUTCOMES

- 8.1 Bidders must ensure that complete qualifications for the NYS and Artisan learners are achieved through learnerships, apprenticeships, and RPL/ARPL routes. Therefore, learners placed in the workplace will be required to be assessed for competency in the sets of skills linked to notional hours which will be completed over 24 months (for NYS learners) and 36 months (for Artisan learners) respectively. Pre-assessments in both the Fundamental and Core areas of learning associated with some qualifications may be conducted on learners prior to entry into those qualifications.
- 8.2 Bidders are expected to make use of complete Qualifications recognized by SAQA to design and develop appropriate outcomes based on learning materials, assessment guides and related assessment tools.
- 8.3 Bidders are required to choose or indicate with an **X** next to each category of the training programme offered that it wishes to participate in (see table starting on page 14). For each category/ies chosen, a Portfolio of Evidence (PoE) must be submitted in line with the evaluation criteria.
- 8.4 Bidders who will be training EPWP participants such as Household Contractors and Road Rangers are only required to train learners on project sites and/or at community halls within districts and are not required to submit proof of training facilities within the province except to indicate the capacity to do so.

ITEM NO	Category	Target Groups	NQF Level/s	Recognised Qualifications / Course Types	Tick ✓
1	Technical Skills	Artisan Learners National Youth Service Road Rangers (RR) Road Monitors (RM) Special Programmes Unit (SPU) Youths Military Veterans (MV) Household Contractors (HHC) beneficiaries	NQF 4 NQF 4 NQF 4 NQF 4 NQF 4 NQF 3 NQF 3 NQF 2 - 4 NQF 2 - 4 NQF 3 - 4 NQF 2 - 4 NQF 3 NQF 3 NQF 3 NQF 3 - 4 NQF 3 NQF 5 NQF 4 NQF 4 NQF 2 NQF 3 - 4 NQF 2 NQF 2 NQF 2 NQF 1 NQF 2	<input type="checkbox"/> Electrical Trade Test Preparation course (for any of the electrical sub-specialist areas e.g. high current, construction electricians etc.) <input type="checkbox"/> Carpentry Trade Test Preparation course <input type="checkbox"/> Plumbing Trade Test Preparation course <input type="checkbox"/> Welding Trade Test Preparation course <input type="checkbox"/> Bricklaying Trade Test Preparation course <input type="checkbox"/> Basic Diesel Mechanic Trade Test Preparation Course <input type="checkbox"/> ARPL for all Artisan Trades <input type="checkbox"/> National Certificate Building and Civil Construction <input type="checkbox"/> National Certificate: Welding Application and Practice <input type="checkbox"/> National Certificate Construction: Plant Operations <input type="checkbox"/> Further Education and Training Certificate: Plumbing <input type="checkbox"/> National Certificate: Electrical Engineering (Construction) <input type="checkbox"/> National Certificate: Building and Construction (Painting) <input type="checkbox"/> National Certificate: Construction Roadworks <input type="checkbox"/> National Certificate: Building and Civil Construction <input type="checkbox"/> National Certificate in Construction concreting <input type="checkbox"/> National Certificate in Pavement Construction <input type="checkbox"/> National Certificate for LIC (managing) <input type="checkbox"/> National Certificate for LIC (develop and promote) <input type="checkbox"/> National Certificate for supervision of construction processes <input type="checkbox"/> National Certificate: Occupational Health, Safety & Environment <input type="checkbox"/> National Certificate: Lifting machine operations <input type="checkbox"/> Erect, monitor and maintain wildlife fences (Fence Repair) <input type="checkbox"/> Install Gabion Baskets on a Construction Site <input type="checkbox"/> Maintain and repair bituminous road surfaces <input type="checkbox"/> Maintain vegetation and minor structures within the road reserve <input type="checkbox"/> Erect and maintain guardrails on road construction sites	
2	Driving	SPU Youths <i>Unskilled</i> <i>Semi-skilled</i>	Not Applicable NQF 3	<input type="checkbox"/> Professional Driver's Licence (Codes: 8 and 14) <input type="checkbox"/> National Certificate for Professional Driving (for operators of yellow fleet)	

ITEM NO	Category	Target Groups	NQF Level/s	Recognised Qualifications / Course Types	Tick ✓
3	Road Safety Training	RRs RMs <i>Unskilled</i>	Not Applicable	<input type="checkbox"/> Improved and better road safety education and communication campaigns to educate road users	
4	Business Management Skills	Micro, Small & Medium Enterprises (MSMEs) NYS RR <i>Unskilled</i> <i>Semi-skilled</i> <i>Skilled</i>	NQF 4 NQF 3 NQF 3 NQF 2 – 3 NQF 2 – 3 NQF 2 - 3 NQF 2 - 3 NQF 2 NQF 3	<input type="checkbox"/> Demonstrate an understanding of an entrepreneurial profile. <input type="checkbox"/> Office Administration <input type="checkbox"/> Office Administration <input type="checkbox"/> Professional Report Writing <input type="checkbox"/> Language Editing <input type="checkbox"/> Minute Taking <input type="checkbox"/> Presentation Skills <input type="checkbox"/> Basic Financial Management <input type="checkbox"/> Tendering systems <input type="checkbox"/> Venture Creation <input type="checkbox"/> National Certificate: Contact Centre management <input type="checkbox"/> National Certificate: Automotive sales and support <input type="checkbox"/> National Certificate for Public Administration <input type="checkbox"/> National Certificate for Local Economic Development <input type="checkbox"/> Conflict Management (short course) <input type="checkbox"/> Customer Care (short course)	
5	Computer & Information Technology	NYS Officials <i>Unskilled</i> <i>Semi-Skilled</i> <i>Skilled</i>	NQF 2 – 4 NQF 2 – 4 NQF 3 NQF 3 NQF 5 NQF 3	<input type="checkbox"/> Microsoft Training Programme <input type="checkbox"/> Excel Training Programme <input type="checkbox"/> Power Point <input type="checkbox"/> Use data entry and retrieval skills to input and retrieve computer data <input type="checkbox"/> Demonstrate an understanding of Computer Database Management Systems <input type="checkbox"/> End user computing	

THE ECDOT RESERVES THE RIGHT TO ADD ANY OTHER TRAINING PROGRAMMES NOT LISTED ABOVE AND AS PER THE TRAINING PROGRAMMES LISTED IN THE APPROVED 2022 CBP INTEGRATED TRAINING FRAMEWORK (vs 2) AND ANY OTHER DEPARTMENTAL EMPOWERMENT & DEVELOPMENT PLANS.

9. Training of Participants

9.1 The Service Provider shall provide the necessary stationary, tools and machinery including initial and refresher courses to ensure that all participants possess, at all times, the necessary expertise to function in projects in accordance with the specification and to the satisfaction of the ECDOT. Where applicable, in order for learners to be awarded Qualifications, they must prove competence

in all of the Fundamental and Core Unit Standards, as well as a portion of credits from Elective Unit Standards to meet the requirements of the full Qualifications.

10. Supply of Training Material and Equipment

- 10.1 All training material including digital cameras, video, audio (with HD and 3D capabilities), drones, computers, vehicles and any other equipment and software necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Service Provider to the satisfaction of the ECDoT.

11. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No. 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

11.1. The Service Provider: -

- 11.1.1. Acknowledges that it is fully aware of the terms and conditions of the Act;
- 11.1.2. Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance with the provisions of the Act accepts accountability for its employees and SMMEs to the extent that such employees and SMMEs (including any other personnel) contravene the provisions of the Act;
- 11.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the ECDoT immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- 11.2 The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- 11.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

12. Service Level Agreement

12.1. It is recorded that the ECDOT and the Service Provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements and performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

13 Breach and Termination

13.1 Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

14 Loss and Damage

14.1 The Service Provider hereby indemnifies the State/ECDOT/Institution and will hold the State/ECDOT/institution harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor/service provider or the failure of the Service Provider to provide the Services in accordance with the provisions of the contract.

15 Transfer Management

15.1 Upon termination of the contract for whatever reason, the contractor/service provider shall assist the ECDOT to transfer the Services to the Employer, or to another service provider designated by the ECDOT. Without detracting from the generality of this obligation, the Service Provider shall, to the extent required by the ECDOT provide it or third parties with all information and documentation required to enable the ECDOT or third parties to provide the services, it being recorded that this obligation shall not oblige the Service Provider to deliver any documentation which is proprietary or confidential to the Service Provider.

16 Sub-Contractors

16.1 The Service Provider may only sub-contract its obligations under the contract with the prior written consent of the ECDOT (or any other authorized authority) and then only to a person and to the extent approved by the ECDOT or such authority and upon such terms and conditions as

the ECDoT or such authority require. It is recorded that where such consent is given the contractor shall remain liable to the ECDoT for the performance of the Services.

17 Strikes

17.1 The Service Provider undertakes that strikes by its personnel will not influence the rendering of the implementation of service.

18 Insurance and Indemnity

18.1 The Service Provider agrees and hereby undertakes to indemnify, defend and save harmless, the ECDoT, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the ECDoT, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the ECDoT, its officers, employees and agents. The Service Provider's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

18.2 The ECDoT agrees that it will give to the Service Provider prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Service Provider and the Service Provider shall have the right to participate in the defence of the same to the extent of its own interest.

19 Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

19.1 All warranties and license entitlements must be registered by the Vendor and provided to the Department in paper form as well as electronically.

20 Minimum Requirements

- 20.1 A company must have performed a minimum of one (1) contract/training intervention inclusive of quotations (or combination of contracts and quotations) related to skills development performed within the last five (5) years to a combined value of R1 million.
- 20.2 The company must be registered with the relevant quality council (QCTO) or ETQA. A valid, verifiable, registration letter must be attached.
- 20.3 The skills programmes offered by the Service Provider must be NQF aligned, credit bearing and approved/accredited by the relevant quality council (QCTO) or ETQA. A valid letter from the ETQA confirming accredited skills programmes offered by the Service Provider be attached.
- 20.4 In the interest of maintaining quality standards, the Service Provider shall only be permitted to utilize trainers/assessors whose qualifications are linked to the Service Provider and whose proof of SETA and/or QCTA registration has been verified by the ECDoT at the time-of-service provider's submission of the proposal.
- 20.5 In the event of a substitution, the Service Provider shall be required to submit a written notification to the Manager: Innovation and Empowerment prior to making a replacement.

21 The Key Personnel Experience

- 21.1 **The Provider's Facilitators / Assessors and Moderators** must have qualifications and experience in the fields they train in aligned to an NQF level seven (7) and with a minimum of three (3) years' experience in the field. CVs, Proof of Qualifications and Registration of Facilitators and Moderators must be submitted together with the proposal
 - 21.1.1 The Moderators must ensure that participants trained are registered with the relevant quality council (QCTO) or ETQA.
- 21.2 Any bidder for technical-related training must have a fully functional and accredited training facility/workshop within the Eastern Cape Province. Proof in form of a municipal account or valid lease agreement with proof of the rental payment for the past three months prior to the closing date of the bid must be provided with the bid. The training facility/workshop will be open for inspection by ECDoT, SETAs, QCTO and/or other relevant regulating bodies.
- 21.3 The bidder must attach Reference Letter/s or Award Letter/s which must be on the client's letterheads, incorporating the following details:
 - **Customer:**
 - **Nature of work:**
 - **Duration of the contract:**
 - **Rand value of contract:**
 - **Year completed:**
 - **Customer contact:**

NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and its bid will not be considered.

22 Monitoring and Reporting

22.1 Establishment of a Project Steering Committee (PSC) to comprise of the ECDOT Contracts Management, End User, Service Provider and any other stakeholders relevant to the project.

22.2 A PSC will be established to monitor performance and certify invoices prior to payment.

22.3 The following platforms will be created for ease of monitoring:

MONITORING TOOL	FREQUENCY	EXPECTATION
Project Reporting sessions	Every two weeks	Written Progress Reports and/or minutes of contact sessions
Meetings	Monthly	Written Progress Report and Minutes of monthly meetings
Special Projects / interventions	Ad hoc	Presentation of proposed solutions, minutes of contact sessions and/or relevant correspondence

23 Duration of The Project

23.1 The term of the appointment will be a period thirty-six (36) months from the date of acceptance of the award/ purchase order.

24 Validity of Bid

24.1 The validity of the offer is ninety (90) days.

25 General Conditions of Contract

25.1 The latest general conditions of contract and contract law will apply.

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

26 Special Conditions of Contract

26.1 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed in black ink will be accepted.

- 26.2 It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- 26.3 The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where the prescribed permission has not been granted by the Executive Authority.
- 26.4 All documents submitted and/or produced shall become the property of the ECDoT except for proprietary material developed by the Service Provider.
- 26.5 The service provider undertakes to provide the professional resources required to attain the project objectives.
- 26.6 Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- 26.7 The overall price must be in Rand and must be inclusive of VAT where applicable;
- 26.8 The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- 26.9 The service provider undertakes to act as an independent contractor in respect of all work to be done.
- 26.10 The service provider shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with international professional standards and manufacture best practices;
- 26.11 The Service Provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between ECDoT and third parties;
- 26.12 The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the ECDoT;
- 26.13 The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- 26.14 The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the ECDoT;
- 26.15 The service provider must be registered in the Centralised Supplier Database (CSD) with National Treasury.

- 26.16 It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- 26.17 ECDOT will not be liable to reimburse any costs incurred by any Service Provider during the proposal /bidding process;
- 26.18 The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- 26.19 Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor, but which will be agreed upon in writing between the service provider and the Department.
- 26.20 All the submitted documents must be completed in full and signed where necessary
- 26.21 In cases where two or more bidders attain an equal number of points in all aspects of evaluation, the bidder who has the highest preferential points will be the preferred bidder.
- 26.22 If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for specific goals, the bidder who has the highest points for functionality will be the preferred bidder.
- 26.23 In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- 26.24 Failure to submit the documentation as prescribed may lead to the bid being considered non-responsive and subsequently rejected / not considered.

22. General conditions of Contract

22.1 The latest General Conditions of Contract (GCC) law will apply. Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply

23 Evaluation Criteria

23.1 Bids will be evaluated on a 80/20 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017.

23.2 Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified.

23.3 The final score will be obtained by adding points obtained for the price to the preference points;

NB: *Points scored will be rounded to the nearest two (2) decimals*

23.4 Functionality:

$$Ps = \frac{So}{Ms} * Ap$$

Ms

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible score.

Ap = Percentage allocated for functionality.

23.5 Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.

23.6 The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.

23.7 The minimum qualifying percentage that will be accepted for functionality is 60%.

23.8 Bids/proposal that do not score the specified minimum percentage for functionality will be disqualified.

23.9 Price

The 80/20 preference points system:

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

Pmin

Where:

- Ps = Points scored for price by bid under consideration
- Pmin = Lowest acceptable consideration
- Pt = Price of bid under consideration

NB: *The department is under no obligation to award the bid to the bidder scoring the highest or lowest points.*

The following information for functionality and weights will be considered in the evaluation of all applications received.

1: Poor, 2: Acceptable, 3: Good, 4: Very Good, 5: Excellent

24. Awarding of Points for Functionality and Price

Functionality

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
Company experience relevant to the scope of work	50	<ul style="list-style-type: none"> • A company must have performed a minimum of one (1) contract/training intervention inclusive of quotations (or any combination of contracts and/or quotations) related to skills development performed within the last five (5) years to a combined value of R5 million. • Award letters and reference letters must be on the client's letterheads signed by the authorized individual. 	5	
		<ul style="list-style-type: none"> • A company must have performed a minimum of one (1) contract/training intervention inclusive of quotations (or any combination of contracts and/or quotations) related to skills development performed within the last five (5) years to a combined value of R3 million. • Award letters and reference letters in the client's letterheads signed by the authorized individual 	3	
		<ul style="list-style-type: none"> • A company must have performed a minimum of one (1) contract/training intervention inclusive of quotations (or any combination of contracts and/or quotations) related to skills development 	2	

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
		performed within the last five (5) years to a combined value of R1 million. <ul style="list-style-type: none"> Award letters and reference letters in the client's letterheads signed by the authorized individual 		
Experience of key personnel linked to the project: Facilitator, Assessor, Moderator <ul style="list-style-type: none"> Facilitator (3) Assessor (4) Moderator (5) Total 12 	35	<ul style="list-style-type: none"> Six (6) or more years' experience as facilitator, assessor and moderator (5) CVs, proof of qualifications and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included 	5	
		<ul style="list-style-type: none"> Four (4) to five (5) years' experience as facilitator, assessor and moderator CV and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included. 	3	
		<ul style="list-style-type: none"> Minimum of three (3) years' experience as facilitator, assessor and moderator CV and letter of appointment by a relevant company must be attached. Registration with the quality council / ETQA must be included. 	2	
Locality	10	<ul style="list-style-type: none"> Company based within the Eastern Cape Municipality utility account / Proof of lease agreement /Proof of residence confirmed by relevant authority 	5	
	5	<ul style="list-style-type: none"> Company outside the Eastern Cape 	2	
TOTAL POINTS	100			

The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified.

25 Preferential Claims

25.1 Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

26 Specified Goals

26.1 Calculation of points for Preferential Points– specific goals will be allocated in the following manner

- The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership		
Black ownership	Min 0 Max 10	% ownership
black women ownership	Min 0 Max 10	% ownership
black youth ownership	Min 0 Max 10	% ownership
disabled people ownership	Min 0 Max 10	
(a) Local Municipality –	Min 0 Max 10	

26.2. The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

26.3. In the event that two or more bids have equal total points, the successful bid will be the one with the highest points for specific goals.

26.4. In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

27. Compulsory Briefing & Closing Date

27.2. Compulsory briefing **Friday 2nd June 2023 at 10:00**

27.3. The closing date for submission is Documents **Wednesday 21 June 2023** will be submitted at the Department of Transport in King Williams Town, in the tender box at the ground floor.

28. Returnable documents

28.2. Submitted documents must be composed of the following:

Tender check list

- SBD 1 - Invitation to Bid
- SBD 3.3 - Pricing Schedule
- SBD 4 - Declaration of interest

- SBD 6.1 - Preference Points Claim Form
- SBD 8 - Declaration of bidders past supply chain management practices
- SBD 9 - Certificate of independent Bid determination
- Tax Compliance Status PIN / CSD registration report
- Letters of reference or Award letter from previous clients (Must be on the official letterhead of that particular institution) with office telephone details.

29. Bid Enquiries

29.2. Please refer all enquiries to the following personnel:

Technical Enquiries: Nobubele Kreusch

Cellphone No.: 082 447 9873

Email: Nobubele.kreusch@ectransport.gov.za

Supply Chain Management: Philisande Nqikashe

Cellphone No.: 067 419 8001

Email: tenders@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	SCMU10-23/24-0008	CLOSING DATE:	21.06.2023	CLOSING TIME:	11:00
DESCRIPTION	Panel of accredited training service providers for the Eastern Cape Department of Transport for a period of three years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(Head Office – King Williams Town)</i>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME: _____			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

SBD 4: 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 interest¹ 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 State institution

¹. 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.

2. 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.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship 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 consortium² 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 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

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

This form must be included additional to the ECBD.4

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

3. "State" means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

5. **Please note:** The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

6. DECLARATION

I, (NAME & SURNAME).....ID NUMBER..... CERTIFY THAT THE INFORMATION
FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....

..... Signature

Date

.....

.....

Position

Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

FORMULAE FOR CALCULATION POINTS

To Score points for Equity Ownership / Disability/ Locality the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%OE (CIPC / from BBBEE)}{100} \times MEO (Max = 4)$$

(e.g) *Women Equity Ownership* = $\frac{89}{100} \times 4 = 3,56$

Where

- SGP= Specific goals points
- OE = Ownership Equity
- MOE= Maximum points for Equity Ownership

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals		
black ownership		
black women ownership		
black youth ownership		
disabled people ownership		
Locality:-		
(a) Within		
(b) Outside		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE DEPARTMENT (ECDOT) (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE DEPARTMENT (ECDOT) WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RECORDS

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: **SCMU10-22/23-0008** at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2011
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE

2. DATE

.....
NAME OF FIRM

SIGNATURE OF BIDDER

.....
CAPACITY

PART 2 (TO BE COMPLETED BY THE DEPARTMENT)

1. I, in my capacity as..... accept your bid under reference number **SCMU10-23/24-0008** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE COMMUNITY BASED PROGRAMME FOR A PERIOD OF THREE YEARS	R.....		

4. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1.
 DATE

2.
 DATE

Official Stamp

SIGNATURE