

BID NUMBER

GEP005/YOUTHMPO-/19

BID DESCRIPTION

Provision of accredited training, establish SMME's and Cooperatives, provide readiness and training.

ADVERT DATE

01 February 2019

COMPULSORY BRIEFING SESSION

07 February 2019@11:00am
124 Main Street, Marshalltown, Johannesburg
Ground floor

CLOSING DATE

22 February 2019

CLOSING TIME

11H00

DELIVERY OF BID

6TH FLOOR, 124 MAIN STREET, MARSHALLTOWN, JOHANNESBURG

ATTENTION

Edgar Shingange

JOHANNESBURG OFFICE

7th Floor, 124 Main Street
Marshalltown, Johannesburg
Telephone: 011 085 2002
Fax: 011 834 6702

EKURHULENI OFFICE

Ground Floor
188 Victoria Street, Germiston
Telephone: 011 821 2870
Fax: 011 821 2886

SEDIBENG OFFICE

1st Floor, GEP House
22 Hertz Boulevard
Vanderbijlpark
Telephone: 016 910 1200
Fax: 016 910 1216

WEST RAND OFFICE

23 Eloff Street
Krugersdorp
Telephone: 011 950 9870
Fax: 011 950 9886

TSHWANE OFFICE

1st Floor, Block G,
333 Grosvenor Street,
Hatfield Gardens, Hatfield
Telephone: 012 323 4205

HEAD OFFICE 6th Floor, 124 Main Street, Marshalltown, Johannesburg, Telephone: 011 085 2001, Fax: 011 388 4010, Website: www.gep.co.za

DIRECTORS

Ms. L Magagane (Chairperson), Mr. T Sithole (Deputy Chairperson),
Mrs. L Manenzhe (Acting Chief Executive Officer), Mr. M Malokane (Acting Company Secretary),
Mr. T Ratsitanga, Mr. R Kekana, Mr. K Dube, Mr. M Africa, Ms. M Bamova, Ms. M Ramusi,
Ms. C Busetti, Ms. M Lehobye, Ms. M Maroga, Ms. I Motau



Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration. GEP reception is accessible 8 hours a day (08H30 to 17H00) 5 days a week (Monday to Friday). Bidders must ensure that they sign the register at the reception when delivering Bids. Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

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

Checklist of documents to be submitted:

Please tick in the relevant block below

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original tender document with two (2) copies
<input type="checkbox"/>	<input type="checkbox"/>	Original and valid Tax Clearance certificate or Tax Pin for verification of Tax Compliance Status
<input type="checkbox"/>	<input type="checkbox"/>	Original Certified copies (Copy with original stamp) of your CIPC company registration documents listing all members with percentages, in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Declaration of interest
<input type="checkbox"/>	<input type="checkbox"/>	Reference letters from past and present clients (Company name, department, branch, contact person with office telephone number)
<input type="checkbox"/>	<input type="checkbox"/>	B-BBEE rating certificate issued by a SANAS or Sworn Affidavit for EME and QSE's

Please ensure that the following documents are completed:

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Bid Conditions
<input type="checkbox"/>	<input type="checkbox"/>	Completed Price Schedule with detailed breakdown

Kindly take note that:

1. Should all of these documents not be included, the bidder will be disqualified on the basis of non-compliance.
2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.
3. The pricing schedule and technical proposal should be submitted separately (2 envelopes)

Signed By:

Name: _____

Date: _____

1. CONDITIONS AND UNDERTAKINGS BY BIDDER BID
 - 1.1 The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
 - 1.1.1 Black ink should be used when completing Bid documents.
 - 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. GEP will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
 - 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to GEP on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
 - 1.3 I/We agree that -
 - 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by GEP during the validity period indicated and calculated from the closing hour and date of the Bid;
 - 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
 - 1.4 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.
 - 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
 - 1.6 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.



Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this bid?

Name of Bidder [Entity name] (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

Telephone Number: FAX Number.....

Cell Number.....

2. BID CONDITIONS

2.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

2.2 A tick under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A tick under "Non Compliance" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does not accept the content of the applicable paragraph. A tick under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Compliance".

2.3 The following bid conditions will govern the contract between GEP and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
2.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
2.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which GEP reserves the right to review and extend the contract for further period/s at the GEP's discretion.		
2.3.3 The fees will be negotiated.		
Interpretation of requirements	ACCEPT	NOT ACCEPT
2.3.4 The Bidder/s shall accept GEP's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and GEP.		

<p>2.3.6 The conditions of the bid should be fully adhered to.</p>		
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Documentation	ACCEPT	NOT ACCEPT
<p>2.3.7 A Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly detail and describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.</p>		
<p>2.3.8 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.</p>		
<p>2.3.9 GEP will disqualify all bidders who do not comply with this RFP</p>		
<p>2.3.10 Acceptance of any Bids will only indicate, without any obligations on the part of either GEP and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.</p>		
<p>2.3.11 GEP reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.</p>		
<p>2.3.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to GEP and not necessarily on the basis of lowest price or any other criteria.</p>		

2.3.13 Should GEP consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
2.3.14 Should GEP consider it necessary, GEP will visit the Bidder/s customer sites.		
2.3.15 GEP reserves the right:		
2.3.15.1 to cancel this RFP at any time;		
2.3.15.2 not to accept any Bids;		
2.3.15.3 to accept one or more Bids for further negotiation and;		
2.3.15.4 to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Copyright	ACCEPT	NOT ACCEPT
2.3.16 The specifications are the intellectual property of GEP.		
2.3.17 The contents of any specifications are the property of GEP and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		
2.3.18 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		

<p>2.3.19 If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is:</p> <ul style="list-style-type: none"> • Statutory and mandatory requirements, • This bid document, • Contract Conditions. 		
<p>2.3.20 The bidder accepts that GEP reserves the right to contract with any other service provider.</p>		
<p>2.3.21 Bidder must also submit: A written statement to the specification of GEP by the bidder, that none of his personnel have any involvement or interest in the bidder's business.</p>		
<p>2.3.22 GEP will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as described in paragraphs 2.1.and 2.1.</p>		
<p>2.3.23 Services shall not commence until GEP has given proper approvals.</p>		
<p>2.3.24 GEP will evaluate the bids against the following criteria:</p> <ul style="list-style-type: none"> • Compliance to the Specifications/ Functionality <p>Price</p>		
<ul style="list-style-type: none"> • <input type="checkbox"/> BEE 		

Addenda	ACCEPT	NOT ACCEPT
<p>2.3.25 In the event that modifications, clarifications or additions to the RFB become necessary, all Bidders will be notified, in writing in the form addenda to this RFB.</p>		
<p>2.3.26 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFB will become GEP property unless otherwise stated by the Bidder/s at the time of submission.</p>		
<p>2.3.27 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.</p>		
<p>2.3.29 Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted after GEP has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflecting the above-mentioned invoices must be submitted to GEP by the 5th of each month.</p>		

Please note that the following clauses of GEP’s conditions and Procedures governing the Procurement of Services.

2.4 CONTRACT TERMINATION

2.4.1 A contract/s with a successful Bidder/s may be terminated by the GEP on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. GEP, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between GEP and the successful Bidder. In this instance GEP shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

2.5 DISPUTE RESOLUTION

2.5.1 All disputes arising out of this RFB or relating to the legal validity of this RFB or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

Negotiation, in terms of paragraph 2.5.3; failing which

Mediation, in terms of paragraph 2.5.4; failing which

Arbitration, in terms of paragraph 2.5.6.

2.5.2 Paragraph Clause 2.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 2.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

2.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

2.5.4 If negotiation in terms of paragraph 2.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.5 The periods for negotiation (specified in paragraph 2.5.3) or for referral of the dispute for mediation (specified in paragraph 2.5.4), may be shortened or lengthened by written agreement between the parties.

2.5.6 In the event of the mediation contemplated in paragraph 2.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

- 2.5.9 The South African law shall apply.
- 2.5.10 The parties shall be entitled to legal representation.
- 2.5.11 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 2.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFB.
- 2.5.14 Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

2.6 PAYMENT TERMS - LOCAL CREDITORS

- 2.6.1 Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to GEP after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 2.6.2 Tax invoices and all necessary supporting documents contemplated in 9.1 above must be submitted to the GEP by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.6.3 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 9.1 and 9.2 above not being complied with.
- 2.6.4 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by GEP from time to time and at the GEP's sole discretion.

2.7 TERMINATION

- 2.7.1 The following clause will be applicable to all contracts entered into/orders placed by GEP:

If, at any time during the currency of this Bid and subsequent contract/order, GEP in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to GEP whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then GEP shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, GEP shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, GEP be indebted to the other party for any amounts whatsoever, GEP shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in

order to investigate the party's conduct and any damages suffered by GEP. NO payment by GEP to the other party after the lapse of such period shall preclude GEP thereafter, from recovering from the other party any such damages as it may have suffered.

2.8 SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

2.9 COPIES REQUIRED

It is a condition that the Bidder/s shall furnish an offer comprising of one original plus 3 (three) copies for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. GEP shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all three copies.

2.10 DUE DILIGENCE

Bidder/s must supply Financial Information as requested in par 2.11.10 and Annexure C.

2.11 GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

2.11.1 NAME OF COMPANY/TRADING AS:

- Postal Address
- Street Address
- Telephone and facsimile numbers

2.11.2 COMPANY HEAD OFFICE:

- Postal Address
- Street Address
- Telephone and facsimile numbers

2.11.3 Contact person

2.11.4 List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust - Compulsory

2.11.5 List of shareholders (Certified original copies of individual share certificates/certified original copies of Cipro registration document indicating members with percentage interest) – Compulsory.

2.11.6 Date of registration – Compulsory – [if applicable]

2.11.7 Company registration number. – Compulsory [if applicable]

2.11.8 Draw or attach the organizational structure of your company:

- a) Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
- b) Basic functional structure, i.e. the administrative section of your company with which GEP will be dealing on a day-to-day basis.

2.11.9 Original Valid Tax Clearance Certificate or Tax Compliance Status Pin

2.11.10 Audited Financial Statements with auditor's report of the company for the past three years or dated back to inception prepared by an independent accountant.

2.12 INFRASTRUCTURE

- a) Would you describe your business as international, national or regional?
- b) List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

2.13 MANAGEMENT AND SERVICING

- 2.13.1 Please supply a full description of how the company is organized together with an organization organogram.
- 2.13.2 Please indicate a breakdown of staff compliment into management/ supervisors/ Administration/ guards/ other services (specify).
- 2.13.3 Please provide details of qualifications and selection process with regards to management/supervisory expertise in the company.

2.14 REASONS FOR DISQUALIFICATION

- 2.14.1 GEP reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
 - 2.14.1.1 bidders who do not submit a valid and original Tax Clearance Certificate or Tax Compliance Status Pin on the closing date and time of the bid;
 - 2.14.1.2 bidders who submitted incomplete information and documentation according to the requirements of this RFB;
 - 2.14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
 - 2.14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
 - 2.14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 2.14.2 All bids will follow the open tender process.
- 2.14.3 No Bids from any bidder shall be accepted if sent via the Internet or e-mail.
- 2.14.4 ACTIVITY AND SERVICE PROFILE
 - 2.14.4.1 Detailed description of main field of expertise/area of operation of company. bvcfcg

Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons

2.14.5 List of current contracts and value thereof. Submit a list of current contracts, contact person and contract numbers.

2.14.6 Has any contract with your company ever been cancelled by a client? If YES, provide details.

Failure to submit the above requested information will lead to bidder disqualifications

2.15 ENQUIRIES

2.15.1 Enquiries regarding this Request for Bid should be submitted via e-mail to:

Bid enquiries:

Edgar Shingange	eshingange@gep.co.za
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Enquiries should reference specific paragraph numbers, where appropriate.

All questions/ enquiries must be forwarded in writing not later than 12:00 on 13 February 2019

Questions/enquiries received after 12:00 on 13 February 2019 will not be entertained.

3 GENERAL CONDITIONS OF CONTRACTS

3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 3.1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 3.1.6 “Country of origin” means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.1.7 “Day” means calendar day.
- 3.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 3.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 3.1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 3.1.11 “Dumping” occurs when a private enterprise abroad markets its goods on its 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.
- 3.1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 3.1.14 “GCC” mean the General Conditions of Contract.
- 3.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 3.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 3.1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 3.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.
- 3.1.20 “Project site” where applicable, means the place indicated in bidding documents.
- 3.1.21 “Purchaser” means the organization purchasing the goods.
- 3.1.22 “Republic” means the Republic of South Africa.
- 3.1.23 “SCC” means the Special Conditions of Contract.
- 3.1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 3.1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

3.2 Application

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

3.3 General

- 3.3.1 Unless otherwise indicated in the bidding documents, the purchase shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.3.2 With certain exceptions, invitations for bid are only published in the 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.

3.4 Standards

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

3.5 Use of contracts documents and information

- 3.5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 3.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

3.5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

3.6 Patent rights

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in GCC

3.6.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contracts.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

3.6.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

3.7 Inspections, tests and analyses

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

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

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

- 3.7.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.
- 3.7.4 If the inspection, test and analyses referred to in clauses 3.2 and 3.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 3.7.5 Where the supplies or services referred to in clauses 3.2 and 3.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 3.7.6 Supplies and services, which are, referred to in clauses 3.2 and 3.3 and which do not comply with the contract requirements may be rejected.
- 3.7.7 Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be rejected if found no to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.
- 3.7.8 The provisions of clauses 3.4 to 3.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 3.8 Packing
- 3.8.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitations during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the

remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 3.8.2 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.
- 3.9 Delivery and documents
- 3.9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 3.10 Insurance
- 3.10.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 3.11 Transportation
- 3.11.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 3.12 Incidental services
- 3.12.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 3.12.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 3.13 Warranty
 - 3.13.1 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 destination.
 - 3.13.2 This warranty shall remain valid twelve (12) months after the goods, or any portion thereof the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless Specified otherwise in SCC.
 - 3.13.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 3.13.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
 - 3.13.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 3.14 Payment
 - 3.14.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 3.14.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 3.14.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 3.14.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 3.15 Prices
 - 3.15.1 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.
- 3.16 Contract Amendments
 - 3.16.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 3.17 Assignment
 - 3.17.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 3.18 Subcontracts
 - 3.18.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 3.19 Delays in the supplier's performance
 - 3.19.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 3.19.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and my at his discretion extend the

supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 3.19.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 3.19.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 3.19.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
- 3.19.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 3.20 Penalties
- 3.20.1 Subject to GCC clause 3.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 3.23.
- 3.21 Termination for default
- 3.21.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

3.22 Anti-dumping and countervailing duties and rights

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

3.23 Force Majeure

3.23.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or its performance security, damages or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

3.23.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

3.24 Termination for insolvency

3.24.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be

without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

3.25 Settlement of Disputes

3.25.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

3.25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

3.25.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

3.26 Limitation of liability

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

3.27 Governing language

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

3.30 Applicable law

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

3.31 Notices

3.31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

3.31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

3.32 Taxes and duties

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

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

3.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

ANNEXURE A: SCOPE OF WORK

TERMS OF REFERENCE

1. Introduction

The purpose of this document is to present Terms of Reference for the appointment of a service provider for a period of three (3) years to assist the Gauteng Enterprise Propeller (GEP) in projects aimed at improving the employment prospects of the youth in the province on the following aspects:

- Training
- Youth Placement;
- Youth Enterprise Development

There are various programmes in place to address the challenges of youth training and employment. Young people find it difficult to access such programmes for many of the same reasons they have difficulty finding work. There are also challenges in young people obtaining opportunity at higher education institutions but sometimes choosing a programme that is not suitable to either their own needs or the needs of the local economy. Many do not have any assistance to obtain work experience either as part of their training or after completion of the

training in order to gain critical work experience. The absence of support after completing training can result in skills being lost as they are not used.

The Gauteng Enterprise Propeller (GEP), as part of the Gauteng Provincial Government, has a mandate to cultivate and foster a favourable economic environment that create sustainable jobs and promotes rapid economic growth to address the triple challenge of poverty, inequality and unemployment especially among the youth.

2. Vision

Sustainable SMMEs and Co-ops propelled into the mainstream economy of Gauteng.

3. Mission

To provide unique, tailored financial and non-financial services that enable SMMEs and Co-ops to become active participants in the Gauteng's mainstream economy.

4. Background

GEP is mandated to facilitate the process of creating sustainable jobs for Gauteng City Region through taking leadership and accountability of Provincial Outcome 4 on "Decent employment through inclusive growth". Therefore, an executive decision was taken for an appointment of a service provider to assist GEP in exploring a variety of programmes and Projects aimed at improving the employment prospects of the province's youth with an ultimate goal of assisting with permanent work placements in both the public and private sector.

With unemployment running at high levels, young people leaving schools and colleges face a difficult challenge finding work as they enter the labour market. The number of young people that are not in work or in any form of education and training is growing. Research shows that lack of work experience is a major obstacle to young people entering the labour market and for the first time. However, there are also other challenges facing young people located in townships, including lack of networks and contacts to informally mentor, assist and facilitate introductions to potential employers. There is also, very often, a mismatch between the skills

that they have on leaving school, college or university and the skills needed in the local economy. Additional training, including on the job training is needed.

The Gauteng Provincial Government through radical economic Transformation, Modernisation and Re-Industrialisation (TMR) has identified key sectors that have the potential to address the twin policy imperatives of creating decent employment and greater economic inclusion. Research has indicated that many established industries will expand and many new enterprises will be developed that will employ substantial numbers of our young people. However, the concern is that absorption of local unemployed people could be adversely affected by a number of the above described factors. Rather than employ local youth, employers may seek to contract in the required skills (for example using labour brokers) or import needed skills from outside the country. The net result would be what has become known as “jobless growth” where the economy expands without absorbing available labour or where work opportunities are available, are prioritised for non-South Africans.

The following key issues informed this proposed programme:

- High levels of unemployment especially among the youth;
- High number of young people not in any form of education and training;
- Lack of work experience as a major obstacle for young people entering the labour market for the first time;
- Lack of networks and contacts for young people located in townships;
- Absence of mentors who can assist and facilitate training or work placement with potential employers and
- Mismatch between supply of skills after school, college or university and demand in the local economy.

The vision of the unemployed Youth placement to programme is to:

To improve the employment prospects of the province’s unemployed youth aged 18-35;

- Provide access to a range of services to gain decent work within the period of 12months of entering the programmes;
- Sponsor cost effective programmes that provide a defined number of unemployed youth;

- Take advantage of industry growth in priority sectors

The intention is that young people entering the programme will have the opportunity to be:

- Assessed in terms of current education and skills;
- Provided with guidance on potentially suitable learning pathways leading to occupations;
- Assisted to enter suitable occupational programme;
- Assisted to find work placement linked to the programme
- Where suitable qualifications are obtained, provide advice and support in seeking work or an internship programme;
- Be provided with guidance and support exploring employment options and finding suitable job and sustainable livelihood

Within this context, the GEP proposes the appointment of a service provider to assist and support the GEP in realising the objectives of this project. Furthermore, GEP does not possess capacity that may be dedicated on full-time basis to deliver on this project given its scale and breadth.

5. Project partners

The intention is for the service provider to deliver the whole range of services required, and to work with the various stakeholders responsible for the services and to ensure that these services are made available to the participating young people.

5.1 The partner companies

The service provider will develop a data base of suitable companies and workplaces for placing young people. The companies must be identified in terms of the priority sectors as outlined through TMR agenda. Employers are required to prepare work areas and ensure relevant

supervisory and mentoring arrangements are in place and that a meaningful programme of work is planned for the intern or learner.

5.2 Provincial government

The Gauteng government is committed to expanding employment and business opportunities in the townships as well as the rest of the economy and supporting decent job creation through TMR agenda. The partner companies must have the practical capabilities that enable it to provide hands on training and support to youth in the province. The service provider Province will also work with public entities to identify possible programmes for young people and unemployed graduates to have access to employment after the completion of the programme. GEP will provide a monthly allowance of R3 000 to participants.

5.3 Other potential partners

In each priority sector a variety of participating partners might be identified for placement opportunities. The priority sectors are:

5.3.2 Sector Education Training Authorities (SETAs)

The relevant SETAs may be approached to put in place programmes for the training of young people and supporting companies that are part of the project.

6. Scope of Work

As part of achieving the key objectives of the project, the appointed service provider is expected to do the following:

Desk research

Significant research has been conducted into the growth areas and priority sectors in Gauteng. The service provider will be expected to become familiar with and make use of the research to develop a focused approach to the project. Some exploration of similar projects in other provinces and in various SETAs is also required to as to identify possible lessons that can be factored into the programme.

Establishment of project office

It will be important for the project office to be accessible and adequately staffed to manage the various work packages as well as liaison with stakeholders and participating young people, including the administration and reporting. In particular, the service provider will be expected to manage the fund for the allowance that will be paid to participating young people and to manage all the risks associated with such payments.

Selection and preparation of workplaces

The service provider will identify employers, obtain written placements/opportunities agreements from them, identify and prepare workplaces, and ensure that placements offered provide sound and relevant work experience and workplace training.

Selection of young people and people with disabilities

The service provider will work with GEP in planning and managing the selection of participating youth, through the Tshepo 1million database, and the screening of participating young people on the bases of agreed criteria. The service provider will lead in the development of criteria and a process for selecting in a transparent and fair manner:

- Accredited training

The service provider will ensure that the training provided will be from SETA accredited training providers

- Partnership agreements:

The service provider will be responsible for the establishment of formal partnership agreements between the province and the various participating stakeholders, including the partner companies and all the stakeholders and role-players on their contribution to the project, including funding. It will be important that the commitments entered into are consolidated into agreements. The provisions of the Public Finance Management Act will apply to all funds expended by the provincial government and all agreements must be compliant with relevant legislation and regulations.

- Workplace readiness:

The service provider will work with participating employers to ensure that work places are suitable for the employment of young people. The preparation of work places within the participating employers will include: the development of a programme of work for the intern or learner; the allocation of a supervisor; the identification of a suitable mentor; relevant health and safety issues

7. Expected Outputs/Deliverables

The service provider will be expected to submit:

- A Detailed project management and implementation plan upon appointment indicating clear targets on the following: Assessment, Selection, Training, work opportunity Placement
- A report within four weeks setting out the progress achieved. Progress at this stage will include but not be limited to the recruitment and selection of the first group young people(N.B yearly target is 700 people), and the identification of relevant placements.



- Intermittent monthly reports detailing full progress per deliverable, Progress at this stage will progressively include confirmation of training and placement of a number of young people and the payment of allowances including any other agreed deliverables
- A yearly close-out a report after 12 months detailing the progress made by the first cohort of 700 in relation to completing the programme and finding work after completion. lessons learned

8 Timelines

It is envisaged that this scope of work should take 36 months, made up of yearly targets

9. Governance Arrangements

The following internal governance arrangements will be put in place for the management and oversight of the project:

Project Sponsor	Chief Executive Officer (CEO)
Project Champion	Chief Operations Officer (COO)
Steering Committee	<ul style="list-style-type: none"> • Chief Operating Officer (COO) • Chief Financial Officer (CFO) • Gauteng Growth and Development Agency(GGDA) • Gauteng Department of Economic Development (GDED)

10. Reporting Requirements

Formal reporting on the project will be facilitated at different levels including but not limited to:

- o Member of Executive Council (MEC):Gauteng Department of Economic Development, Environment, Agriculture and Rural Development
- o Gauteng Enterprise Propeller (GEP) Board
- o Project Sponsor

- o Steering Committee

11. Stage 1: QUALITY CRITERIA/FUNCTIONALITY EVALUATION

Functionality / Quality Criteria	Points	Weighting	Total Points
EXPERIENCE OF THE SERVICE PROVIDER AS AN ORGANISATION		10	10
Note: Reference letters must be aligned to similar works which includes both training and placement, the letters should be signed and dated with contact details. which have been successfully concluded in the last five years.			
<input type="checkbox"/> 3 or more Letters of References from Previous / Current Clients =10 points	10		
<input type="checkbox"/> 2 x Letters of References from Previous / Current Clients =6points			
<input type="checkbox"/> 1 x Letters of References from Previous / Current Clients = 3points			
<input type="checkbox"/> No Letters of Reference = Zero Points			
Experience of Project Team in the following: RECRUITMENT, PLACEMENT and ENTERPRISE DEVELOPMENT.		41	
<input type="checkbox"/> Previous experience into similar projects = 10 Points	10		
i) years or more = 10 Points			
(ii) >3<5 years = 5 Points			
(iii) 1 up to 3 years = 3 Points			
(iv) less than 1 year= 0 Points			
Previous Payroll management experience = 10 Points	10		
i) 2 or more Letters of reference from previous/current clients= 10 Points			
ii) 1 x Letter of reference from previous/current clients= 5 Points			
iii) No Letters of Reference = Zero Points			
Project Management and Implementation Plan = 6			
(i) Yes= 6 Points	6		
(ii) None= 0 Points			
Milestones = 10:			
(i)Preparation, training and development = 3			
(ii)Placement =3	15		

(iii) Practicality in terms of implementation = 3 (iv) Ability to meet the projects targets and timelines=3 (v) Monitoring and evaluation = 3			
OVERALL MONITORING AND EVALUATION		5	
A detailed Monitoring and Evaluation plan reflecting performance indicators and the measurement intervals/period Yes = 5 None = 0	5		
SUSTAINABILITY AND IMPACT		4	
<input type="checkbox"/> Post project exit plan beyond government intervention <input type="checkbox"/> Yes= 2 <input type="checkbox"/> None = 0 <input type="checkbox"/> Impact assessment plan <input type="checkbox"/> Yes = 2 <input type="checkbox"/> No = 0 <input type="checkbox"/>	4		
TRAINING AND WORK PLACEMENT		35	
Training agreements with public sector training entities/bodies Yes = 5 No = 0	5		
Partnership agreements with private/public or both sectors for work placement to accommodate the total number of youth participants Yes = 30 None= 0	30		
OVERALL APPROACH AND METHODOLOGY			
Yes=5 Points None= 0	5	5	
Total Technical Evaluation Criteria		100	

Minimum Threshold		70	
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Stage 2: PRICE AND PREFERENCE

12. Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulation, 2017.

Points awarded for Price

AREA	POINTS
Price	90
Preference Points	10

13. APPOINTMENTS

The entity reserves the right to appoint one or more service providers within the Scope of services requested from bidders. Upon Appointment, the service provider(s) will be expected to sign a performance agreement in the form of a Service Level Agreement (SLA).

14. BRIEFING SESSION

The briefing session is compulsory, failure to attend the briefing session will result in your bid disqualification.

15. Bid Prices

Bidders must express prices for their service in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Proposal must be submitted in (1) hard

copy and (1) soft copy (CD) and must be submitted in 2 sealed envelopes (1 for request for proposal and 1 for price schedule).

The submissions must be delivered at 124 Main Street, Marshalltown, Johannesburg.

Technical Enquiries:

Nomalanga Tshatsha

Email : ntshatsha@gep.co.za

Supply Chain Management Enquiries:

Edgar Shingange

Tel no.: 011085 2026

Email: eshingange@gep.co.za



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- 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; or
- b) The 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	

Total points for Price and B-BBEE must not exceed	100
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- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM



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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

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

ANNEXURE E:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or



persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain YES / NO the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid YES / NO document?

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / YES / NO trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?



2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number / Number	Employee / Per sal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date



.....
 Position Name of bidder

ANNEXURE F: PRICING SCHEDULE (Pricing should be in a separate envelope)

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below:

- 1 Please indicate your total bid price here: R..... (compulsory)
- 2 Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.
- 3 NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- 4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----
- 5 Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

Basis of adjustment	Period of 12 months
Cost Breakdown:	
Management fee	
Transactional fee	
Additional Costs:	
NB: Please provide two options of payment as requested above.	

7.

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

8.

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

9.

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

Price Declaration Form

Dear Sir,

Having read through and examined the Tender Document, Tender no GEP005/YOUTH/19 the General Conditions, The Requirement and all other Annexes to the Tender Document, we offer to develop, host, maintain and support of GEP website and intranet Services to GEP’s Offices, for the total tendered contract sum of:

R _____ (including VAT)

In Words: R _____

_____ (including VAT)

We confirm that this price covers all services to develop, host, maintain and support of GEP website and intranet services to GEP’s Office, including but not limited to the supply of all required. We confirm that GEP will incur no additional costs whatsoever over and above this amount in connection with the services related to provision of insurance broking service. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.



Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

ANNEXURE G

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....

.....

Position

Name of Bidder

ANNEXURE H

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
 - 11.



.....
Signature

.....
Position

.....
Date

.....
Name of Bidder