



## INVITATION TO BID

**BID NUMBER:** SANAS/LDCS/2019-20/01

**BID DESCRIPTION:** Provision of Leadership Development and Coaching Services at SANAS for a Period of twelve (12) Months

**Closing date:** 14 JUNE 2019 at 11:00

**Briefing session date:** There will be no briefing session for this bid

***NB. On the last page of this document the bidder needs to declare and indicate that they have read and understood the document in full.***

***Faxed, emailed bids will not be accepted, only hand delivered and couriered proposals will be accepted.***

**PART A  
INVITATION TO BID**

|   |   |  |  |                                     |                              |
|---|---|--|--|-------------------------------------|------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |   |  |  |                                     |                              |
| BID NUMBER:   | SANAS/LDCS/2019-20/01   | CLOSING DATE:  | 14 JUNE 2019   | CLOSING TIME:                       | 11H00                        |
| DESCRIPTION   | Provision of Leadership Development and Coaching Services at SANAS for a Period of twelve (12) Months |  |  |                                     |                              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |   |  |  |                                     |                              |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX<br>SITUATED AT (STREET ADDRESS)  |   |  |  |                                     |                              |
| <b>LIBERTAS OFFICE PARK</b>   |   |  |  |                                     |                              |
| <b>305 Highway Street, Cnr Libertas and Highway Street</b>  |   |  |  |                                     |                              |
| <b>Equestria</b>  |   |  |  |                                     |                              |
| <b>0148</b>   |   |  |  |                                     |                              |
| <b>SUPPLIER INFORMATION</b>   |   |  |  |                                     |                              |
| NAME OF BIDDER  |   |  |  |                                     |                              |
| POSTAL ADDRESS  |   |  |  |                                     |                              |
| STREET ADDRESS  |   |  |  |                                     |                              |
| TELEPHONE NUMBER  | CODE  |  | NUMBER   |                                     |                              |
| CELLPHONE NUMBER  |   |  |  |                                     |                              |
| FACSIMILE NUMBER  | CODE  |  | NUMBER   |                                     |                              |
| E-MAIL ADDRESS  |   |  |  |                                     |                              |
| VAT REGISTRATION NUMBER   |   |  |  |                                     |                              |
|   |   | TCS PIN:   |  | OR                                  | CSD No:                      |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes  |  |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes |
|   | <input type="checkbox"/> No   |  |  |                                     | <input type="checkbox"/> No  |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?  |   |  |  |                                     |                              |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX  | <input type="checkbox"/>  | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |  |                                     |                              |
|   | <input type="checkbox"/>  | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |  |                                     |                              |
|   | <input type="checkbox"/>  | A REGISTERED AUDITOR   |  |                                     |                              |
|   |   | NAME:  |  |                                     |                              |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |  |  |                                     |                              |
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?         | <input type="checkbox"/> Yes <input type="checkbox"/> No | [IF YES ANSWER PART B:3 BELOW ]     |                              |
|   | [IF YES ENCLOSE PROOF]  |  |  |                                     |                              |
| 3 SIGNATURE OF BIDDER   | .....   | 4 DATE   |  |                                     |                              |
| 5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)  |   |  |  |                                     |                              |
| 6 TOTAL NUMBER OF ITEMS OFFERED   |   | 7 TOTAL BID PRICE (ALL INCLUSIVE)  |  |                                     |                              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>         |                                     |                              |
| DEPARTMENT/ PUBLIC ENTITY   | PROCUREMENT   | CONTACT PERSON   | NOMVUYO JAWE   |                                     |                              |
| CONTACT PERSON  | NOMVUYO JAWE  | TELEPHONE NUMBER   | 012 740 8535   |                                     |                              |
| TELEPHONE NUMBER  | 012 740 8535  | FACSIMILE NUMBER   |  |                                     |                              |
| FACSIMILE NUMBER  |   | E-MAIL ADDRESS   | nomvuyoj@sanas.co.za                                     |                                     |                              |
| E-MAIL ADDRESS  | nomvuyoj@sanas.co.za  |  |  |                                     |                              |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

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

**Company: SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM**

**Contact Person: Nomvuyo Jawe**

**Tel: (012) 740 8535**

**E-mail address: nomvuyo@sanas.co.za**

**PRICING SCHEDULE**  
**(Professional Services)**

|                            |                                       |
|----------------------------|---------------------------------------|
| NAME OF BIDDER:            | BID NO.: <b>SANAS/LDCS/2019-20/01</b> |
| CLOSING TIME: <b>11H00</b> | CLOSING DATE: <b>14 June 2019</b>     |

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

| ITEM | DESCRIPTION | BID PRICE IN RSA CURRENCY         |
|------|-------------|-----------------------------------|
|      |             | **(ALL APPLICABLE TAXES INCLUDED) |

**Provision of Leadership Development and Coaching Services at SANAS  
for a Period of twelve (12) Months**

**NOTE:**

1. Costing to be broken down by each Phase to be followed from initial engagement till Project close-out.
2. Costing for the development phase should be reduced to hourly rate for a period of exactly 10 months.
3. Schedule to reflect Total Costs including VAT.
4. The below pricing tables are an example. Bidders to develop Tables in line with their proposed methodology phases

**Note:** Propose / recommend two of your best profiling tools and price them separately i.e. your pricing schedule must have two options.

**PHASE 1:**

| ACTIVITY                     | HOURS | COST / HOURS | TOTAL COST (R) |
|------------------------------|-------|--------------|----------------|
|                              |       |              |                |
|                              |       |              |                |
|                              |       |              |                |
| <b>SUB TOTAL (Excl. VAT)</b> | R     |              |                |
| <b>VAT (15%)</b>             | R     |              |                |
| <b>TOTAL (Incl. VAT)</b>     | R     |              |                |

**PHASE 2**

| ACTIVITY                     | HOURS | COST / HOURS | TOTAL COST (R) |
|------------------------------|-------|--------------|----------------|
|                              |       |              |                |
|                              |       |              |                |
|                              |       |              |                |
| <b>SUB TOTAL (Excl. VAT)</b> | R     |              |                |
| <b>VAT (15%)</b>             | R     |              |                |
| <b>TOTAL (Incl. VAT)</b>     | R     |              |                |

**NOTE: This should include all expense**

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Any enquiries regarding bidding procedures may be directed to-

**Name:** Ms Nomvuyo Jawe

**E-mail Address:** [nomvuyo@sanas.co.za](mailto:nomvuyo@sanas.co.za)

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

connected to the bidder is employed : .....  
Position occupied in the state institution:  
.....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

2.8.1 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 any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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





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

**3.1.1.1**

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

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<br>(80/20 system) |
|------------------------------------|------------------------------------|
| 1                                  | 20                                 |
| 2                                  | 18                                 |
| 3                                  | 14                                 |
| 4                                  | 12                                 |
| 5                                  | 8                                  |
| 6                                  | 6                                  |
| 7                                  | 4                                  |
| 8                                  | 2                                  |
| Non-compliant contributor          | 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 | NO |
|-----|----|

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 | NO |
|-----|----|

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

| <b>Designated Group: An EME or QSE which is at least 51% owned by:</b> | <b>EME</b><br>√ | <b>QSE</b><br>√ |
|--|-----------------|-----------------|
| Black people   |                 |                 |
| Black people who are youth   |                 |                 |
| Black people who are women   |                 |                 |
| Black people with disabilities   |                 |                 |
| Black people living in rural or underdeveloped areas or townships      |                 |                 |
| Cooperative owned by black people                                      |                 |                 |
| Black people who are military veterans                                 |                 |                 |
| <b>OR</b>  |                 |                 |
| Any EME  |                 |                 |
| Any QSE  |                 |                 |

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

Name of company/firm:.....  
VAT registration number:.....  
Company registration number:.....

**8.1 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.3 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

**8.5** 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. ....   |

|                                     |
|-------------------------------------|
| .....<br>SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                         |
| ADDRESS .....                       |
| .....                               |
| .....                               |

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|                  |       |
|------------------|-------|
| <b>WITNESSES</b> |       |
| 1                | ..... |
| 2.               | ..... |
| DATE: .....      |       |

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

| <b>DESCRIPTION OF SERVICE</b> | <b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b> | <b>COMPLETION DATE</b> | <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b> | <b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b> |
|-------------------------------|--|------------------------|--|---|
|                               |  |                        |  |   |

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

1 **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

3 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.

4 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.

5 **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   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | <p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature Date

.....  
Position Name of Bidder

Js914w 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT      PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics,

quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable

property, unless otherwise indicated in the bidding documents.

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

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

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

**6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## TERMS OF REFERENCE

### Provision of Leadership Development and Coaching Services at SANAS for a Period of twelve (12) Months

**SANAS/LDCS/2019-20/01**

#### 1. PURPOSE

The purpose of this is to invite suitably qualified Service Providers to submit proposals for the provision of Leadership Development and Coaching services for the South African National Association System (SANAS). This is aimed at all the Managers and Executives of SANAS. SANAS is located at: Libertas Office Park: 305 Highway Street, Cnr Libertas and the Highway str. Equestria, Pretoria East.

#### 2. SANAS OVERVIEW

The South African National Association System (SANAS), is a schedule 3A public entity established in terms of the Association for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006. SANAS is a member of the Department of Trade and Industry “**the dti**” COTII and is responsible for promoting Association aimed at facilitating international trade and the enhancement of South Africa’s economic performance.

#### 3. PROJECT BACKGROUND

Given the extremely competitive and rapidly changing global market, organizations are in dire need of leaders equipped with the skills and competencies to help the company remain resilient and agile. Key to that is the need for the leadership team to effectively lead the and have the ability to assemble teams that are “highly engaged and committed,” ensuring that the talents and skills of each team member is fully utilized to further overall business objective. As an organisation, it is therefore critical that SANAS strives to meet its objectives and sustain its competitive advantage.

SANAS believes in having a pool of managers and leaders who are competent in the key skills for the 21st century i.e. people management, global outlook, strategic outlook, critical thinking, transformation thinking and commercial acumen. Without the necessary personal learning and growth strategies, strong organisations like us may find themselves unable to adjust effectively to the ever changing environment they compete in.

It is for that reason that SANAS believes that they need to embark on a structured Leadership Development and Coaching exercise that is aimed at building leader capability to achieve short and long term organisational goals.

#### 4. TARGET AUDIENCE

This programme is targeted at all SANAS' Executives and Managers. It is expected that the appointed bidder will offer leadership development and coaching interventions at individual and group basis.

##### 4.1 AUDIENCE SIZE

The total number of the Target Group is as follows

|               |   |           |
|---------------|---|-----------|
| 4.1.1         | CEO   | 1         |
| 4.1.2         | Executive Members   | 4         |
| 4.1.3         | Co-Sec  | 1         |
| 4.1.4         | Managers (Core Business)  | 8         |
| 4.1.5         | Managers ( <i>Enabling Function- including Officers that report directly to Executive</i> ) | 10        |
| <b>TOTAL:</b> |   | <b>24</b> |

**NOTE: All the people holding the above-listed positions have a Minimum qualification of a Bachelor's Degree and a Maximum qualification of a PhD Degree.**

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#### 5. SCOPE OF WORK

SANAS wishes to enter into a contract with a Service Provider to provide Leadership, Development and Coaching services. The preferred Service Provider will develop a leadership profile and development programme that will elevate the leadership competencies and capabilities of the target group.

The Associated and registered service provider is expected to provide service including but not limited to the following:

- 5.1 Develop manager Personal credibility and "Principle-Centered Leadership,"
- 5.2 Develop individual Self-Mastery and Emotional Intelligence
- 5.3 Guide individual towards Decisiveness and agility
- 5.4 Assist towards Disciplined Delivery
- 5.5 Enhance Interpersonal Skills and Social Intelligence
- 5.6 Individual Performance Enablement
- 5.7 Influence, cohesiveness and relationship management
- 5.8 Provide progress report within agreed timelines and frequency
- 5.9 Identify gaps and recommend corrective actions

## 6. EXPECTED OUTCOME OF THE INTERVENTION

SANAS' intention with the Leadership Development and Coaching programme is to ensure that its Executives and Managers are provided with effective coaching service so that individuals:

- 6.1 Achieve significant personal growth and development;
- 6.2 Have increased awareness of their strength and weaknesses and are able to determine their personal attributes;
- 6.3 Are motivated to perform optimally and to the best of their ability;
- 6.4 Are better equipped to manage change and drive departmental transformation;
- 6.5 Are provided with practical techniques to deal with pressure and work stress and how to achieve a balance between personal life and professional life;
- 6.6 Are guided around techniques for mastering the art of listening blending humility with confidence, building rapport and interpersonal relationships, and other areas that impact on individual and group performance including the assimilation of SANAS values;
- 6.7 Are assisted with the channel to address their unique development needs and also attaining general insight into learning and growing, decision-making, conflict resolution and problem solving.

## 7. SKILLS, KNOWLEDGE AND QUALIFICATIONS REQUIRED

The preferred service provider must have the following skills and knowledge but not limited to:

- 7.1 Bidder must be Associated and/or professionally registered by the professional body for executive coaching (Copy of the Registration Certificate to be attached)
- 7.2 Assigned Coaches must also be qualified, Associated and/or professionally registered by the professional body for executive coaching (Copy of the Registration Certificate to be attached)
- 7.3 Assigned coaches must have verifiable Work Experience at Senior Management OR Executive Management Levels
- 7.4 Assigned coaches must have verifiable Coaching Experience in a similar project

## 8. TIME FRAMES

- 8.1 SANAS requires the project to be completed **in exactly 12 months** after contracting.
- 8.2 Specific timelines relating to interventions will be agreed upon by all stakeholders.

## 9. PROPOSAL

- 9.1 Interested bidders are required to prepare a proposal for a coaching programme for SANAS staff that would describe the objectives, content and measurable outcomes of the

- programme contextualizing this with worldwide best practice in terms of Executive-level coaching, learning and development.
- 9.2 The proposal should describe their **Leadership Development and Coaching methodology**, approach and the conceptual basis and indicate how this would be implemented in relation to SANAS staff (the approach and methodology must differentiate between Team Coaching and Individual Coaching).
  - 9.3 This should include the approach and tools that will be utilised to identify individual gaps or weaknesses so as to design relevant interventions.
  - 9.4 The proposal should indicate in general terms the optimal length of a coaching intervention and the way it would be organized. A generic description of the preparations needed for the coaching intervention, the form and organization of the intervention itself, as well as identification of key meetings, milestones, evaluations and assessments of the relationship should be included in this.
  - 9.5 The proposal should set out clearly that the capacity of the Bidder to deliver SANAS' programme in terms of number of coaches and amount of time available.
  - 9.6 The proposal should clearly set out all the costs involved in the coaching programme, including the coach/company rates for the coaching, as well as the costs of any disbursements. (For comparative purposes an hourly rate should be indicated).
  - 9.7 The proposal should contain full CVs of the proposed coaches that indicate both their qualifications and their work and coaching experience at Senior Level.
  - 9.8 Bidders should indicate the extent to which they are available beyond working hours, are contactable telephonically and on e-mail and preferred location of coaching sessions.
  - 9.9 Bidders should indicate details of their cancellation policy and policy related to changes in consultation times.
  - 9.10 Bidders to commit to keeping the assigned coach for the duration of the programme for consistency and continuity.
  - 9.11 In the event of the assigned coach/es not being able to complete the programme, the Bidder must provide the approach to replace the coach without creating instability or disadvantaging the affected executive or manager.

## **10. METHODOLOGY AND PROCESS TO BE FOLLOWED**

The service provider should indicate clear approaches and methods to be followed in delivering the deliverables of this project in line with the set objectives. This should be accompanied by a proposed work plan, including but not limited to the following:

- 10.1 Assessments. (pre and post).
- 10.2 Project Plan with time frames.



- 10.3 Reporting and feedback processes.
- 10.4 Facilitating learning.
- 10.5 Training Evaluation of the learning.
- 10.6 Communication and Feedback.

## **11. REPORTING**

The appointed service provider is required to:

- 11.1 Provide hard colour copies as well as electronic documents.
- 11.2 Present a written progress and final reports at the end of the programme.
- 11.3 All reports must be evidence-based meaning that the service provider must produce proof that the milestone has been achieved or certain action has taken place.

**NOTE:** Further reporting requirements will be addressed in the SLA during the contracting phase.

## **12. PROPOSAL PRESENTATIONS**

The short-listed service providers may be called to make a presentation to SANAS. Details relating to venue and presentation layout will be communicated when required.

## **13. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT**

- 13.1 The Bidder must guarantee the continuity of the assigned coaches throughout the duration of the contract.

## **14. PRICING SCHEDULE**

### **NOTE:**

- 14.1 Costing to be broken down by each Phase to be followed from initial engagement till Project close-out.
- 14.2 Costing for the development phase should be reduced to hourly rate for a period of exactly 10 months.
- 14.3 Schedule to reflect Total Costs including VAT.
- 14.4 The below pricing tables are an example. Bidders to develop Tables in line with their proposed methodology phases

**Note:** Propose / recommend two of your best profiling tools and price them separately i.e. your pricing schedule must have two options.

**PHASE 1:**

| ACTIVITY                     | HOURS | COST / HOURS | TOTAL COST (R) |
|------------------------------|-------|--------------|----------------|
|                              |       |              |                |
|                              |       |              |                |
|                              |       |              |                |
| <b>SUB TOTAL (Excl. VAT)</b> | R     |              |                |
| <b>VAT (15%)</b>             | R     |              |                |
| <b>TOTAL (Incl. VAT)</b>     | R     |              |                |

**PHASE 2**

| ACTIVITY                     | HOURS | COST / HOURS | TOTAL COST (R) |
|------------------------------|-------|--------------|----------------|
|                              |       |              |                |
|                              |       |              |                |
|                              |       |              |                |
| <b>SUB TOTAL (Excl. VAT)</b> | R     |              |                |
| <b>VAT (15%)</b>             | R     |              |                |
| <b>TOTAL (Incl. VAT)</b>     | R     |              |                |

**NOTE: This should include all expense**

**15. CLOSING DATE AND TIMES**

Sealed bids clearly stating the name of this bid and bid number must be deposited into the tender box (available 24 hours) located at the reception of SANAS, Libertas Office Park, 305 Highway Street, Cnr Libertas and Highway Street, Equestria, 0184 **on or before 14 June 2019 at 11h00.**

**16. SUMMARY PROPOSAL REQUIREMENTS**

The proposal should include, amongst others, the following:

- i) A proposed plan of action and methodology. This should include the proposed team to be assigned to SANAS, experience and qualifications, assessment tools that will be utilized to identify gaps and intervention requirements should also be included. It is recommended that bidders must motivate the reason for proposed assessment tool.
- ii) Registration with relevant industry bodies / associations (Company and Assigned Coaches)
- iii) Proof of financial sustainability (refer to evaluation criteria);
- iv) Project Costing Schedule
- v) A list of verifiable references of similar projects (projects not be older than four (4) years);
- vi) Ability to ensure continuity of staff on the project.

- vii) Valid SARS Tax PIN.
- viii) CSD Registration
- ix) B-BBEE Certificate

Service providers shall submit their responses in accordance with the response format specified below:

- i) The proposal must be submitted in the prescribed format.
- ii) Standard bidding documents attached with terms of reference should be filled in (**not re-typed**).
- iii) The response must be submitted with three (3) copies of the original proposal and the original copy.
- iv) Service providers are required to use the two-envelope system, whereby the technical proposal (stage 1) and the Financial proposal (**Stage 2**) be placed in two separate envelopes.
- v) **Cover Page:** (the cover page must clearly indicate the bid reference number, description and the service provider name)

**17. STAGE 1: ADMINISTRATIVE COMPLIANCE**

The table below depicts the documents that the Service Provider must ensure that they are completed and included in the bid. Service providers are required to use the two-envelope system, whereby the Technical proposal (**Stage 1**) and the Financial proposal (**Stage 2**) be placed in two separate envelopes containing the following:

| Envelope 1 - Technical Proposal   | Envelope 2 - Financial Proposal  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ SBD 4 Declaration of Interest.</li> <li>▪ SBD 6.1 Preference Points Claim Form.</li> <li>▪ SBD 7.2 Contract Form (to be completed in duplicate).</li> <li>▪ SBD 8 Declaration of Bidder’s past supply chain management practices.</li> <li>▪ SBD 9 Independent Bid Determination Certification.</li> <li>▪ General Condition of Contracts (all pages initialled).</li> </ul> | <p><b>Bidding documents, as follows:</b></p> <ul style="list-style-type: none"> <li>▪ SBD 3.3 Pricing Schedule including proposed total cost of the project</li> <li>▪ SBD 1 Invitation to Bid.</li> </ul> |

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ Terms of references (all pages initialled – if any of the pages are not initialled, this will lead to disqualification)</li> <li>▪ Certified Copies Company registration certificates documents.</li> <li>▪ Certified ID Copies of Company Directors/ Partners / Trustees (whichever is applicable).</li> <li>▪ Copy of CSD report OR MAAA Number as proof CSD Registration</li> </ul> |  |
|---|--|

**Note:**

- It is compulsory that **ALL** SBD forms must be completed and signed. Any of the unsigned SBD forms will lead to disqualification.
- It is compulsory that the Terms of Reference are initialled in each page. Failure to initial each page will lead to disqualification.
- All other forms should be submitted as above. Failure to certify all other documents may result in your bid being disqualified.

**18. EVALUATION PROCESS FOR BIDS RECEIVED**

- 18.1 All bids received will be examined to determine compliance with bidding requirements and conditions (completion and attachment of compulsory documents).
- 18.2 Bids with deviations from the requirements/conditions will be disqualified from stage 1 (one) of the evaluation process
- 18.3 SANAS will establish a Bid Evaluation Committee to review all the responses received.
- 18.4 A two envelope system will be utilised for consideration of bid received and two separate envelopes must be submitted clearly marked as Functionality and Price and BBEE.
- 18.5 Bidders who obtain 80/100 points in stage 2 (Functionality) will qualify to proceed to the next stage which is Price and BBEE evaluation. Wherein 80/20 preference Point Systems will be used as follows:
  - 18.5.1 80 points for price and 20 points for B-BBEE status of contribution.

**19. EVALUATION CRITERIA**

**19.1 STAGE 2: FUNCTIONALITY**

|   |                             |
|---|-----------------------------|
| <p><b><u>Business Sustainability</u></b></p> <p>Audited Financials <b>OR</b> Management Account with Letter from Accountant / Bookkeeper <b>OR</b> Original Bank-Stamped Statements reflecting a consistent minimum amount of <b>R30K per month</b> over a period of three (3) consecutive months</p> <p>Amounts of <b>Less than R30k per month</b> over a period of three (3) consecutive months will score “0”</p>  | <p><b>max 5 points</b></p>  |
| <p><b><u>Contactable References on Client Letterhead on similar projects (to include Coaching of Executives). Projects should not be more than 4 years old</u></b></p> <p>Three (3) written testimonials demonstrating provable experience (5 points)</p>   | <p><b>max 5 points</b></p>  |
| <p><b><u>Individual Team Member Work Experience at Senior or Top Management Level-</u></b> Experience of individual Team member that will be utilised for SANAS. Evidence in the form of CV reflecting their experience working at Executive level.</p> <p><b>All individuals must have a minimum of five (5) years’ experience at senior management level.</b></p> <p><b>Bidders that do not meet the minimum requirements will be allocated zero (0).</b></p> | <p><b>Max 10 points</b></p> |
| <p><b>TEAM Experience of employment in Senior and Executive Management Role</b></p> <p><b>Collective</b> Senior Management / Executive roles - experience of team members assigned to this project.</p> <p>10 years (5 points)<br/>         &gt;10 years - 30 years (10 points)<br/>         &gt;30 years (25 points)</p>   | <p><b>max 25 points</b></p> |

|  |                             |
|--|-----------------------------|
| <p><b>TEAM Experience in Executive Coaching</b></p> <p>Collective experience of team members assigned to this project. CV's of all Team Members to be attached reflecting experience in Coaching and relevant Active Coaching Association and Certification.</p> <p>5-10 years (10 points)<br/>&gt;10 years (30 points)</p> <p><b><u>NOTE: If any of the Team Members submitted have no evidence of relevant Active Association and/or Certification with institutions like COMENSA etc, the entire Team will be disqualified to earn any scores. The score will be "zero"</u></b></p> | <p><b>max 30 points</b></p> |
| <p><b>METHODOLOGY; proposal and Project plan with duration with a maximum of eight (8) sessions per person etc.</b></p> <p>Assessment approach and tools, profiling, engagements - individual and group, support, final assessments, close-out report, developmental recommendations and other value adds</p>  | <p><b>max 25 points</b></p> |
| <p><b>Threshold</b></p>  | <p><b>80</b></p>            |
| <p><b>Total</b></p>  | <p><b>100</b></p>           |

## 20. STAGE 3 - PREFERENCE POINT SYSTEM

### 20.1 Step 1: Calculation of points for price

- Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act 5 of 2000. The formulae to be used in calculating points scored for price is as follows:

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

Where

P<sub>s</sub> = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

- Points scored will be rounded off to the nearest 2 decimal places.

## 20.2 Step 2: Calculation of points for B-BBEE status level of contributor

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bids will not be disqualified from the bidding process if the bidder did not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for B-BBEE.

## 21. NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your proposal being excluded from the evaluation process.

- i) Bid documents should be presented to SANAS marked “**Bid for Leadership Development and Coaching Services**”
- ii) SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- iii) Evaluation of bidders will be carried out by a Bid Evaluation Committee. The SCM unit will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- iv) Bidders should identify any work they are currently carrying out or completing which could cause a conflict of interest and indicate how such conflict could be avoided.

- v) Provide a Supplier number (MAAA number) from National Treasury as proof that the supplier is registered on CSD).

## **22. VALIDITY OF PROPOSALS**

The Bidder is required to confirm that it will hold its proposal valid for **90 days** from the closing date of the submission of proposals during which time it will maintain without change the personnel proposed for the services together with their proposed rates.

## **23. AGREEMENTS**

- i) A service level agreement will be entered into between SANAS and the successful service provider.
- ii) The appointed service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.

## **24. PAYMENT TERMS**

SANAS undertakes to pay valid invoices in full within 30 (thirty) days from the invoice date for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the supplier.

## **25. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is an absolute requirement that the taxes of the successful bidder **MUST** be in order, or that verifiable evidence of suitable arrangements must have been made with SARS.

## **26. QUALITY ASSURANCE REVIEWS OF THE WORK**

The successful bidder shall ensure that all work conforms to leadership development and coaching services as per the agreement to be signed.

## **27. INFORMATION OWNERSHIP**

Any research information gathered and templates created in whatever manner or format will be the property of SANAS and are not to be released to a third party without a written consent of SANAS. All publications emanating from this project will be the property of SANAS.

## **28. DISCLAIMER**

SANAS reserves the right not to appoint a service provider. SANAS reserves the right to:

- i) Decline to consider any bids that do not conform to any aspect of the bidding process.



- ii) Request further information from any service provider after the closing date, for clarity purposes.
- iii) Cancel this bid or any part thereof at any time.

**29. ENQUIRIES/ CLARIFICATION**

All communication and attempts to solicit information of any kind relative to this Request for Proposal (RFP) should be channeled in writing to:

**Name:** Nomvuyo Jawe  
**Office Telephone Number:** 012 740 8535  
**Email address:** [nomvuyo@sanas.co.za](mailto:nomvuyo@sanas.co.za)

**DECLARATION**

I, the undersigned (full name)

.....  
Certify that the information provided is true and correct, and understood the above document in full.

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SIGNATURE

Date