



MPUMALANGA REGIONAL
TRAINING
TRUST

Empowerment Through Training

REQUEST FOR BID

INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

TENDER DOCUMENT

Reference Number: MRTT011/1019

Closing date: 28 November 2019



Request for Bid: MRTT011/1019

INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN
FUNDRAISING ACTIVITIES

INVITATION TO BID

You are hereby invited to bid for:

INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT
IN FUNDRAISING ACTIVITIES

RFB Number:	MRTT011/1019
Advertisement Date:	27 October 2019
Closing Date:	28 November 2019
Closing Time:	11h00 AM
Compulsory Briefing Session:	07 November 2019; 11H00
Compulsory Briefing Session meetings to be held at the following Address:	MRTT Head Office – Suite No. 8 Bureau de Paul, N4 Route, Business Park, Emalahleni, 1035
Bid Validity Period:	120 days (commencing from the RFB closing date)
Bid Document Delivery Address:	MRTT, Emalahleni Training Centre, No. 5 Moses Kotane Street (Opposite Santa Hospital) Ferrobank, Witbank (at the Main Entrance Gate, Inside the Security Guard House) and/or MRTT-HTA (Hospitality and Tourism Academy), No. 9003 KaNyamazane Road, KaNyamazane, 1214
For Attention:	Mrs. Ntombenhle Phathwa

NB: Bidders must ensure that they sign the register at the gate when submitting the bids.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7) and SLA.

Bidders should ensure that bids are delivered timeously to the correct addresses. If the bid is late, it will not be accepted for consideration.

The bid box is situated at the main gate and is generally accessible 24 hours a day, 7 days a week.

All bids must be submitted on the official forms – May not be retyped

This bid is subject to the Preferential Procurement Policy Framework Act, Preferential Procurement Regulations, 2017, General Conditions of Contract, and, if applicable, any other Special Conditions of Contract.

The following must be furnished. Failure to do so may result in your bid being disqualified.



**INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR
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CONDITIONS AND UNDERTAKINGS BY BIDDER

- a. The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- b. Black ink should be used when completing Bid documents.
- c. Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. MRTT will accept NO liability regarding anything arising from the fact that pages are missing or duplicated.
- d. I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to MRTT on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- e. I/We agree that –
the offer herein shall remain binding upon me/us and open for acceptance by MRTT during the validity period indicated and calculated from the closing hour and date of the Bid;
the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature of Bidder:

Name of Signatory:

Capacity of Signatory:

Date:

Are you duly authorized to sign this bid (Yes / No)?



Request for Bid: MRTT011/1019

**INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR
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Name of Bidder [company name] (in block letters):

Postal address (in block letters):

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

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

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

Telephone Number: -

Fax Number: -

Cell Number:

Email Address:



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INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

- 1.1 This document contains confidential and privileged information that is the property of Mpumalanga Regional Training Trust (MRTT).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from MRTT.
- 1.3 All copyright and Intellectual Property herein vests with MRTT.

2 Introduction

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed hereunder.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
 - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, MRTT intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within MRTT be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. MRTT reserves the right to place responses to such queries on the website.

Name	Type of Query	Email Address
Ntombenhle Phathwa	Bid Queries	ensphathwa@rttrust.co.za

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than the indicated date.

Questions/enquiries received after the indicated date will not be considered.

Bidders are not allowed to contact any other MRTT staff in the context of this tender other than the indicated official under 2.3.1.

2.4 Bid Documents



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- 2.4.1 Bids must be hand delivered or (if couriered) reach to MRTT by **no later than the closing date** as indicated on the first page.
- 2.4.2 Bid documents must contain one original document plus one copy, initialled on each page, and signed where required and 01 (One) electronic copy as indicated below.
- 2.4.3 A digital version on Memory Stick must be provided of all tender documentation and brochures, within the Bid envelope.

3 General rules and instructions

3.1 Confidentiality

- 3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 3.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of MRTT (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent MRTT's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, MRTT shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of MRTT, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
 - 3.1.5.1 Shall be deemed to form part of the confidential information of MRTT;
 - 3.1.5.2 Shall be deemed to be the property of MRTT;
 - 3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and



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- 3.1.5.4 Shall be surrendered to MRTT on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.
- 3.2 News and press releases
- 3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with MRTT.
- 3.3 Precedence of documents
- 3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
- 3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that MRTT may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by MRTT.
- 3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of MRTT as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the MRTT in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.
- 3.4 Preferential Procurement Reform
- 3.4.1 MRTT supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, MRTT insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 3.4.2 MRTT shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2017 to this proposal.
- 3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).
- 3.5 Security clearances
- 3.5.1 Employees and subcontractors of the Bidders may be required to be in possession of valid security clearances to the level determined by NIA or/and MRTT commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 3.6 Occupational Injuries and Diseases Act 13 of 1993
- 3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of
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1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/or subsequent agreement. MRTT reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to MRTT.

3.7 Instructions for submitting a proposal

- 3.7.1 One (1) original, one (1) hard copies and One (1) electronic copy on disc / memory stick in PDF format of the Bid shall be submitted on the date of closure of the Bid.
 - 3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
- 3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 3.7.3 Bid must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **Mrs. Ntombenhle Phathwa**.
- 3.7.4 Bid must be submitted on or before not later than 11h00 on the closing date. The bids must be dropped in the tender box at the **MRTT – Emalahleni Training Centre – No. 5 Moses Kotane Street (Opposite Santa Hospital) Ferrobank, Witbank (at the Main Entrance Gate, Inside the Security Guard House) and/or MRTT-HTA (Hospitality and Tourism Academy), No. 9003 KaNyamazane Road, KaNyamazane, 1214**. MRTT receives a lot of correspondence daily. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the gate. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.
- 3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
- 3.7.6 Bids received after the time stipulated shall not be considered.
- 3.7.7 Bid responses sent by courier must reach this office at least 48 hours before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained.
- 3.7.8 No proposal shall be accepted by MRTT if submitted in any manner other than as prescribed above.



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4 Reasons for disqualification

- 4.1 MRTT reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 4.2 Bidders who submitted incomplete information and documentation per the requirements of this RFP;
- 4.3 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
- 4.4 Bidders who received information not available to other bidders through fraudulent means;
- 4.5 Bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 4.6 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- 4.7 Bidders who are listed on the National Treasury's database of restricted suppliers

5 Closing of Bid

- 5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of MRTT. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However, Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
- 5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation

- 6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
- 6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed RFP Response Format.

7 Oral presentations and briefing sessions

- 7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to MRTT. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. MRTT shall schedule the time and location of these presentations. Oral presentations are an option of MRTT and may or may not be conducted.



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8. Evaluation Criteria for BEE

8.1 Points awarded for B-BBEE Status Level of Contribution

8.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Preference points for this bid shall be awarded for:

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

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

8.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

8.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

8.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

8.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.



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- 8.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement per predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids based on functionality depends on the nature of the required commodity or service.

When inviting bids, MRTT indicates: -

- (i) whether the bids will be evaluated on functionality;
- (ii) the evaluation criteria for measuring functionality;
- (iii) the weight of each criterion; and
- (iv) the applicable values as well as the minimum threshold for functionality.

This bid will be evaluated on Functionality per the criteria and weighting as detailed under paragraph 73. 75% minimum functionality score will qualify the bid to move on to the next phases where PPPFA evaluation principle shall be applied, which is Price and Preference evaluation.

9.2 Price and preference evaluation criteria

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

After the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

Price points	80
Preferential points/BEE	20
Total	100 points



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1. INTRODUCTION AND BACKGROUND

Mpumalanga Regional Training Trust (MRTT) was formed in 1993 with the following registration number 1993/006132/08 as a private company offering training for various technical skills.

Through the good work in skills development by MRTT over a number of years with special focus on the youth development the Provincial Government transformed MRTT into a Public Entity, as a public entity, MRTT is also governed by the *Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999)*, and it is listed as a *Schedule 3 C: Public Entity*. MRTT was placed under the Provincial Department of Education and a Board (Accounting Authority) was set up to report to the MEC of Education.

MRTT operations are guided by its vision and mission statement. As a public entity, the organization is committed to act in pursuance of transformation of South Africa's society in support of entrenching South Africa's democracy. In this regard, the organization has adopted a transformation mission to guide its efforts accordingly.

Vision

To be a recognized as a world-class, accredited and sustainable skills development provider.

Mission

To provide quality training interventions, work integrated learning, placement and after-care according to the demands of the market that we serve for job creation and poverty alleviation.

MRTT is mandated to develop the human resource base of the Mpumalanga Province through the provision of experiential, practical, technical, hospitality, tourism, entrepreneurship and life skills training. The main focus is to empower learners, primarily the disadvantaged communities especially the youth, industry workers and government employees, to participate in the broader economic sphere of the Province.

Mpumalanga Regional Training Trust (MRTT) Head Office is situated in Emalahleni with its operational centres as indicated below.



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There are four (04) centres under the management of MRTT and are listed as below:

Region	Regional Office	Centres managed
Emalahleni	Emalahleni	Emalahleni Training Centre, No. 5 Moses Kotane Street (Opposite Santa Hospital) Ferrobank, Witbank
Bronkhorstspuit	Ekandustria	2C Argentum Crescent, Ekandustria, 1020
Mbombela	KaNyamazane	HTA (Hospitality and Tourism Academy), No. 9003 KaNyamazane Road, KaNyamazane 1214
Mbombela	Kabokweni	Masinga Street, Kabokweni, 1240



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2. OVERVIEW OF CURRENT MRTT

MRTT aims to position its citizenry in terms of skills training in order to stimulate sustainable economic growth of Province in line with the Mpumalanga Economic Growth and Development Path (MEGDP) as well as alleviating poverty. Poverty has remained a thorny issue in global development policy endeavours, especially in developing countries.

A competitive bidding process will be embarked upon. It is also important for MRTT to assist Government in its key objective of socio-economic development, especially in rural areas, where many of the indigent and destitute communities are located.

3. SCOPE OF THE WORK

MRTT intends to engage with registered companies/individuals to form part in the fundraising activities in which it gives selected companies or individual the rights to be registered on our database of fundraisers. The activities are packaged to expose you and also to form partnership with MRTT. The required service will be contracted or kept in MRTT's database of fundraisers **for the period of five (5) years**. Bids are sought from reputable consultants/qualified individuals/ organisations that have experience and capability in the Consulting industry. Proof of such contracts will be requested as part of the tender process.

4. DESCRIPTION OF SERVICE

MRTT approved the appointment of a suitable and Professional Consultant/s or registered companies/individuals that has the capability of submitting a detailed proposal to form part in the fundraising activities in which it gives selected companies or individual the rights to be registered on our database of fundraisers.

Note:

- The Proposal will have a compulsory briefing session at a scheduled date and time.
- The cut off points required will be 70% of technical evaluation to be able to proceed to the next phases of evaluation.
- Consulting services must have traceable references
- Company must ensure quality service
- Company must be able to communicate



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5. DETAILED SPECIFICATIONS

1. BACKGROUND

Mpumalanga Regional Training Trust (MRTT) invites interested parties to tender for participation together with MRTT in fundraising activities.

2. SCOPE OF FUNDRAISING

As a public entity reporting to the MEC for Education in the Province through the Board of Directors, the Mpumalanga Regional Training Trust (MRTT) has been mandated to develop the human resource base of the Province through the provision of experiential and practical Artisan programmes, Construction, Metal, Electrical and Mechanical, Hospitality and Tourism, Agriculture, ICT, Life-skills and Entrepreneurship training, with the main strategic focus being to empower individuals primarily the disadvantaged communities especially the youth, participate in trade and industry of the province either through full time employment or entrepreneurship.

Fundraising must be for the benefit of the Mpumalanga Regional Training Trust's mandate or focus on any key aspect thereof. Fundraising will be inclusive but not limited to funds for Skills and Entrepreneurial Development, Infrastructure and equipment upgrades and construction of new Infrastructure.

3. QUALIFICATION CRITERIA

- The interested party must be a company registered according to the company laws of South Africa or of their resident country.
- The company must have an established track record in fundraising and proof thereof.
- Have worked with various stakeholders including non-governmental organisations, medium to large-scale companies in the private-sector and the public sector.
- International fundraising knowledge and experience will be regarded as an added advantage.
- Have evidence- based experience in handling medium to large-scale projects successfully, from beginning to conclusion of all project phases
- The Company must submit an original and valid Tax Clearance Certificate



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- Companies must have been actively operating in the sphere of fundraising, project management and/or marketing communication,
- Companies may either be in possession of an official BBBEE certification or at least in the final audit process of issue within 12 weeks of this tender notice.

4. THE PROPOSAL

Sourcing and securing funding for MRTT activities and projects through the successful research, marketing and fund-raising activities.

Interested parties must submit a proposal to MRTT on fundraising activities for MRTT's benefit.

The proposal should address either the entire mandate, sections of the mandate and MRTT Corporate Strategy as indicated in the Scope of Work. Bear reference to the National Skills Development Strategy.

The proposal must contain the following:

- The nature of Campaign or fundraising method
- Involvement by the South African public and international communities
- Participation by commerce and industry in South African and international organisations
- Self-funding strategies based on minimum to zero underwriting by MRTT
- Fundraising monetary collection channels into a MRTT controlled account
- Alliance Sponsors of major hard costs
- ProBono campaign development based on revenue share
- A national and international activation and campaign strategy
- A full financial model including revenue streams and commissions
- The establishment of a long term fundraising database
- A strategy to develop international partners
- Unique fundraising Intellectual property and strategies
- Cost-effective implementation of the Campaign
- Sustainable long term mechanics and fundraising methodology
- Extensions to the core strategy for longevity of the campaign
- Payment of funds raised



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- Facilitate the positioning of MRTT as a valued brand for funding, by engaging, building and strengthening relationships with key donors, institutions, foundations, etc. as appropriate.
- Develop, implement and manage funding models, strategies, processes and tools.
- Research, identify and manage potential funding opportunities
- Propose business cases for new products and campaigns to reflect market trends and leverage existing ones.
- Manage and report on progress and budgets
- Ensure compliance with all relevant regulations and accountability standards
- Costs for MRTT

6. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

Special conditions:

- a. Preference will be given to South African companies with demonstrated capacity and experience in delivering services for similar requests or projects and that such experience has been acquired within the public- and private sector.
- b. Payment will be effected only after receipt of a detailed invoice and a signed delivery note to the nominated destination has been received.
- c. The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder(s) or any other person that may result from or be related to the execution of this contract.
- d. Mpumalanga Regional Training Trust reserves the right to appoint or not to appoint service provider(s).
- e. Mpumalanga Regional Training Trust reserves the right to suspend / terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- f. Mpumalanga Regional Training Trust reserves the right to request further information from the bidder/s anytime;
- g. Mpumalanga Regional Training Trust reserves the right to verify information and



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- documentation of the bidder/s.
- h. Mpumalanga Regional Training Trust reserves the right to make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the Mpumalanga Regional Training Trust prior to the awarding of the contract;
 - i. Mpumalanga Regional Training Trust reserves the right to inspect the operation or any part thereof during the evaluation phase of the Bid;
 - j. Mpumalanga Regional Training Trust reserves the right to invite short listed bidders to make presentations.
 - k. Mpumalanga Regional Training Trust reserves the right to appoint more than one service provider.
 - l. In the event that there are vast differences / discrepancies in the prices of the recommended bidders, the organisation reserves the right to use average prices which are market related.
 - m. MRTT reserves the right to conduct an inspection of the business premises (offices, vehicles and warehouse) before and after awarding the bid.
 - n. The performance of bidders will be evaluated throughout the contract or service period. If progress is not satisfactory and the bidder is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.
 - o. If it is shown that errors or shortcomings exist within the bidder, the bidder shall be notified in writing and shall be required to perform corrective services to remedy such errors at no cost to the Organisation. Such errors or shortcomings shall be rendered within five (5) working days.
 - p. MRTT reserves the right to reject services / goods / works that does not meet the required standard and to engage a different service provider to complete the work. The bidder shall be served with a seven (07) days written notice for termination of contract in case of unsatisfactory performance.
 - q. Bidders committing similar errors for three (03) times within the financial year, shall have their contracts terminated.
 - r. Addendum to the Service Level Agreement (SLA) to be submitted on the day of signing the SLA with the Organisation.
 - s. Should a successful bidder enter into a new agreement with a co-operative, a notice should be given to the Organisation within a month of signing the agreement.
 - t. All directors of companies will be subjected to verification if they are Government employees



**INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR
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7. CONTRACT ADMINISTRATION

- a. Successful bidders must advise the Supply Chain & Administration sub-programme, Mpumalanga Regional Training Trust, immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. The administration and facilitation of the contract will be the responsibility of Supply Chain & Administration and Legal Services, Mpumalanga Regional Training Trust and all correspondence in this regard must be directed to the following address:
- c. The Supply Chain & Administration Manager, Mpumalanga Regional Training Trust,
Private Bag X7288
Emalahleni
1035
- d. Orders will be placed by end-users via Supply Chain & Administration that will be responsible for the payment to service providers for goods delivered and/or services rendered.

8. CONTACT DETAILS

Supply Chain and Administration Manager, Mpumalanga Regional Training Trust.

Private Bag X7288
EMALAHLENI
1035

Physical address:

No 8 Bureau de Paul,
N4 Office Park,
EMALAHLENI,
1035

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

BIDDER SIGNATURE

DATE



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

9. PROJECT OR CONTRACT PERIOD (TIMEFRAMES)

- 9.1. The participation will be for the period of 5 years.

10. SUBMISSION OF BIDS

Bidders are required to submit Two (02) bid documents (one original and one copy).

Submit your tender document with a Memory Stick saved with all submitted documents.

MRTT may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 48 hours or unless otherwise indicated after the request has been made; otherwise the bidder may be disqualified.

11. EVALUATION PHASES

The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

11.1 PHASE ONE (01) – STAGE ONE (1) - Mandatory / Minimum Requirements: Compliance Screening

In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements may be eliminated and not progress to the next evaluation phase.

Bidders who comply with the below will progress to the next phase of the evaluation, (Phase One (1) – Stage Two (2): Functional Criteria).

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in black ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed.
- Submission of Tax Compliance Verification Pin as obtainable from SARS.
- Submission of fully completed Pricing Schedule (Professional Services – SBD 3.1). **(IGNORE)**
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2017 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.

- Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
- Letter of Good Standing on Compensation for Occupational Injuries & Diseases Act (COIDA), obtainable from the Department of Labour, **(IGNORE)**
- Business Registration Certificate e.g. CK 1, certificate of incorporation,
- Proof of registration with Central Suppliers Database (CSD),
- Familiarise yourself and Initial every page of the Bid Document including the General Condition of Contract.

11.2 PHASE (01) – STAGE (02): – PRE-QUALIFICATION CRITERIA

Bidders are required to submit the below listed requirements in order to comply with Stage 2 of the evaluation. Only bidders who complied with the listed requirements will proceed to the next phase of evaluation. (Compulsory to provide this information. Failure to do so may result in elimination from further evaluation)

- MRTT invites bid from service providers who are B-BBEE Level 1 up to Level 3. No service provider of B-BBEE Level of over and above level 3 will be considered for this bid – Include a B-BBEE Certificate of level 1 or 3 for compliance to this requirement.
- **NB: Seeing the bid was not advertised with the above clause, hence it will not be considered.**

11.3 PHASE (02) – BID EVALUATION

In this phase All bids that met all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

Stage (01) – Detail Technical Evaluation Criteria and Point Allocation

Stage (02) – Evaluation of Bid Responses Using the Price and B-BEEE Scores

11.3.1 STAGE (01): DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

NB: Qualification Threshold – Bidders must achieve 70% per the criteria below to be considered for Stage (02) evaluation. Bidders who fail to comply with the set minimum threshold of 70% per the below requirements WILL be eliminated and bidders who comply with the below will progress to the next stage of evaluation.



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In this stage, the following criteria shall be applicable and the maximum points of each criterion are indicated in the table below. Bidders scoring 70 out of 100 on functional / technical criteria will be further evaluated on Price and BEE. Bidders who do not achieve the minimum of 70 points on functional / technical criteria will not progress to the next and final stage (02) being price and preference points.

Points for the functional criteria shall be allocated as per the categories set out below:



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

11.3.2 PHASE TWO (2), STAGE ONE (01): DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION**FUNCTIONALITY RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID**

No	Functionality criteria	Points	Evaluation criteria	Points allocation
1	Methodology	55	• Project plan (displaying innovative / creative approach) – (30) • Clear, detailed and professional presentation (15) • Breakdown of services offered and detailed costs (per item, phase or service). (5) • Outline phases for the implementation of the proposal, (5)	55
2	Team Capability	30	• List of key personnel demonstrating the capability to implement the project plan (15) • CV's – Proven experience of personnel in implementing similar assignments (15)	30
3	References	15	• Reference letters which can be contacted for quality of similar work delivered (track record) - minimum of 3 (three) (15) (5 marks for each reference)	15

NB: Threshold - 70% must be achieved for consideration to stage 2 evaluations of price and preference information.



11.4 PHASE 02 - STAGE TWO (02): EVALUATION OF BID RESPONSES USING THE PRICE AND B-BBEE SCORES

Bidders who achieved 70% and more from the technical evaluation phase (2) Stage (1) progresses to this final phase of Price and Preference (B-BBEE Score) points allocation systems and consideration of the provided samples for the final recommendation of the successful bidder.

11.5 EVALUATION CRITERIA AND WEIGHTING:

The RFB stipulated that the responses to be evaluated using the 80/20 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

Criteria	Points
Price	80
B-BBEE Status Level of Contributor	20
Total	100

11.6 EVALUATION FORMULA

The following formula will be applied to calculate the scores:

Price Formula

The following PPPFA formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 80 points were allocated to price.

$$PS = 80 (1 - Pt - Pmin)$$

Pmin

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

11.7 FINAL AWARD

Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. MRTT reserves the right not to appoint or to appoint one or more service providers for this project.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

11.8 TERMS AND CONDITIONS OF SPECIFICATION

- a) MRTT reserves to the right to conduct Due-diligence review before final award which can be used to support to award or not to award the bid.
- b) MRTT reserves the right to award the bid partly or in full or to award to one or more service providers or not to award the bid.
- c) Service providers who will be responding to this bid invitation are understood to be accepting all expressed and implied terms and conditions as stated by MRTT in this bid.

11.9 CONTACTABLE OFFICIAL/S FOR CLARIFICATION

All bid documentation and technical related enquiries can be addressed to Ntombenhle Phathwa at Tel: 013 656 0875 or ensphathwa@rttrust.co.za.



Annexure A: Bid Invitation

This section refers to pages 1 - 35 of the bid document.



Annexure B: Reference Letter (NB: The following template should be used in replace of the formal

REFERENCE LETTER FORMAT	
Bidder's Letterhead We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.	
Reference Letterhead	Reference Legal Name
REFERENCE ON COMPANY (mention the name of the company you are giving reference about)	
Bid Number	
Bid Description:	
Describe the Contract / Project work and/or Service the above bidder provided to your organisation:	



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Project period (start date)			
Project period (end date)			
Service period (start date)			
Service period (end date)			
Project Cost			
Please rate the above bidder according to the following Criteria by ticking column and providing comments / details:			
Criteria	Meets requirements	Exceeds requirements	
Professionalism			
Availability of security guards at all times			
Quality of work			
Response to service requests			
Availability			
Overall Impression / Satisfaction with bidder			
Number of times used in the past years		Would you use the provider again	Yes / No
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

NB: This reference letter format is not to be completed by the bidder, but it is to be completed by the clients of the service provider who is bidding for this project giving reference to their level of the service rendered in either their current or previous project.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Annexure C: Invitation to Bid

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA REGIONAL TRAINING TRUST (MRTT)					
BID NUMBER:	MRTT011/1019	CLOSING DATE:	28 November 2019	CLOSING TIME:	11h00
DESCRIPTION	INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MRTT, Emalahleni Training Centre, No. 5 Moses Kotane Street (Opposite Santa Hospital) Ferrobank, Witbank (at the Main Entrance Gate, Inside the Security Guard House) and/or					
MRTT-HTA (Hospitality and Tourism Academy), No. 9003 KaNyamazane Road, KaNyamazane, 1214					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

(i) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	(ii) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	---	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

**Annexure D: Pricing Schedule****SBD 3.1****PRICING SCHEDULE**
(Firm Prices - Purchases)

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

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

Name of bidder: Bid number: **MRTT011/1019.....**
Closing Time: 11:00 Closing date: **28 November 2019.....**

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

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

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

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

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

NB: PLEASE IGNORE THIS ANNEXURE



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN
FUNDRAISING ACTIVITIES

Supply Chain and Administration Manager, Mpumalanga Regional Training Trust.

Private Bag X7288

EMALAHLENI

1035

Physical address:

No 8 Bureau de Paul,

N4 Office Park,

EMALAHLENI,

1035

Or for technical information –

Ms. ENS. Phathwa

Tel: 013 – 656 0875



Annexure E: Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
- ¹"State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

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



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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

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



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**Annexure F: Preference Points Claim Form****SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	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)**



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**Annexure H: Contract Form**

SBD 7.2

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 **Mpumalanga Regional Training Trust** in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: MRTT011/1019** 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

WITNESSES

1

2



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

SBD 7.2

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.

Article II. DESCRIPTION OF Article III. SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2



Annexure I: Declaration of Bidder's Past Supply Chain Management Practices

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		

**INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES**

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 ☐	No ☐
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



Annexure J: Certificate of Independent Bid Determination

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

SBD 9

- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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



Annexure K: Company Profile

Attach company profile at this section or annexure.



**Annexure L: Proof of Company Registration with National Treasury Central Supplier
Database (CSD) – Submit CSD Compliance Report**



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN
FUNDRAISING ACTIVITIES

Annexure M: Joint Venture Agreements

- To provide Joint Venture Agreements signed under Commissioner of Oath.
- To provide above documentation for all companies that form the JV.

NB: Joint venture agreements and performing the work

The primary bidder needs to have major responsibilities in this project and all parties need to state their percentage interest in this joint venture(s). Joint venture(s) is(are) encouraged mainly for developmental purposes.



Annexure N: Digital copies of all tender documents

Please attach digital copy (Memory stick) to this Annexure.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Annexure O: Resolution

This returnable schedule needs to be completed if the bidder is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to the South African National Parks in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

2. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

and who will sign as follows: _____

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Mpumalanga Regional Training Trust in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Mpumalanga Regional Training Trust in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Annexure P: General Conditions of Contract

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state **"Comply/Accept"** or **"Do not comply/Do not accept"** (with a **√** or an **X**) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

1. This bid is subject to the General Conditions of Contract stipulated below.	Accept	Do not accept
2. The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept
3. MRTT shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept
4. MRTT may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty-four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept
5. In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept


INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

6. In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept
7. MRTT reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept
8. Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept
9. By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept
10. Where applicable, MRTT reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept
11. MRTT reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept
12. Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept
13. The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Accept	Do not accept
14. Should the bidder withdraw the proposal before the proposal validity period expires, MRTT reserves the right to recover any additional expense incurred by MRTT having to accept any less favourable proposal or the additional expenditure incurred by MRTT in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept
15. Delivery of and acceptance of correspondence between the MRTT and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept
16. Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to	Accept	Do not accept


INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. MRTT shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that MRTT reserves the right to award the same proposal to next best bidders as it deems fit.		
17. In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept
18. Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by MRTT signatory and added to this RFP as an addendum.	Accept	Do not accept
19. Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept
20. Bidders who make use of subcontractors.	Accept	Do not accept
The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered between MRTT and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		
21. All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept
22. No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept
23. Evaluation of Bids shall be performed by an evaluation panel established by MRTT.	Accept	Do not accept
Bids shall be evaluated based on conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BBEE (per the PPPFA) is 20.		
24. If the successful bidder disregards contractual specifications, this	Accept	Do not accept



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

action may result in the termination of the contract.		
25. The bidders' response to this Bid, or parts of the response, shall be included or by reference in the final contract.	Accept	Do not accept
26. Should the evaluation of this bid not be completed within the validity period of the bid, MRTT has discretion to extend the validity period.	Accept	Do not accept
27. Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept
28. Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	Do not accept

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT THAT FOLLOWS ON THE NEXT PAGES.



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 anything 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



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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 consignee's 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



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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 the 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.



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- 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
- 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



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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

- 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



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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 analysed 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



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additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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| 10. Delivery and document | 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 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">(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, <p style="text-align: right;">p</p> <ul style="list-style-type: none">• 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: |



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(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.



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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</p> |



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

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:



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- (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.



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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



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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.



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- 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 wilful 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 document 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.



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| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation (NIP) | <p>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.</p> |
| 34. Programme Prohibition of Restrictive practices | <p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, 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).</p> <p>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.</p> <p>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.</p> |



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Annexure Q: Record of Addenda Issued to Bidders before the Bid closing date

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been considered in this tender offer.

ADDENDUM NO	DATE RECEIVED	TITLE OR DETAILS

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



Annexure R: Functional Evaluation Criteria 1: Methodology



Annexure S: Functional Evaluation Criteria 2: Team Capability



Annexure T: Functional Evaluation Criteria 3: References



INVITATION TO INTERESTED PARTIES TO SUBMIT THEIR PROPOSALS FOR PARTICIPATION WITH MRTT IN FUNDRAISING ACTIVITIES

Annexure V: Schedule of ALL returnable documents

Very important: Bidders are requested to arrange their bid proposal and attach all returnable documents in the following sequence. This will enable the evaluation committee to ease evaluation.

Item No.:	Description of the returnable document	Annexure where the document should be placed / attached	Are the documents attached as indicated	
			Yes	No
1.	SBD 1: Bid Invitation	Annexure A or 1	Y	N
2.	Reference Template	Annexure B or 2	Y	N
3.	SBD 3.1: Pricing Schedule	Annexure C or 3	Y	N
4.	SBD 4: Declaration of Interests	Annexure D or 4	Y	N
5.	SBD 6.1: Preference Points Claim Form (B-BBEE Certificate – Original or Certified copies (BEE Level 1,2 or 3)	Annexure E or 5	Y	N
6.	SBD 7.2: Contract Form - Purchase Of Services	Annexure G or 7	Y	N
7.	SBD 8: Declaration of bidder's Past Supply Chain Practices	Annexure H or 8	Y	N
8.	SBD 9: Certificate of Independent Bid Determination	Annexure I or 9	Y	N
9.	Attach Company Profile	Annexure J or 10	Y	N
10.	Company Registration Documents: Certified copies (Copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of a CC. Certified copies (Copy with original stamp) of all latest share certificates, in case of a company.	Annexure K or 11	Y	N
11.	Joint Venture Agreement - To provide signed Joint Venture Agreement signed by all parties involved. The primary bidder needs to have major responsibilities in this project and all parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.	Annexure L or 12	Y	N
12.	Copy containing a digital copy of all Tender Documents as provided in print.	Annexure M or 13	Y	N
13.	List of traceable references of relevant services. Particulars of commitments which the bidder had previously completed and presently engaged with.	Annexure N or 14	Y	N
14.	Resolution of Board of directors / members / sole proprietor / partners of partnership	Annexure O or 15	Y	N
15.	General Conditions of Contract – every page initialled by the bidder	Annexure P or 16		
16.	Record of Addenda issued to bidders before the bid closing date	Annexure Q or 17	Y	N
17.	Methodology	Annexure R or 18	Y	N
18.	Team Capability	Annexure S or 19	Y	N
19.	References	Annexure T or 20	Y	N
20.	Schedule of ALL returnable documents	Annexure U or 21	Y	N