higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

RFQ272/2026

REQUEST FOR PRICE QUOTATIONS

INSTRUCTIONS:

- *All Request for Quotations (RFQ) responses MUST be accompanied by the attached **SBD 1**, **SBD 3.1**, **SBD 4**, **SBD 6.1** & **POPIA** consent form fully completed and signed. (Only the attached SBD Forms must be returned).*
- *Quotations received will be evaluated firstly on pre-compliance evaluation, then on functionality evaluation (where applicable), and thereafter 80/20-points scoring basis. 80 points price and 20 points for specific goals.*
- *Bidders who wish to claim points for specific goals applicable for this **RFQ**, must ensure that the SBD 6.1 claim form is completed. Proof or evidence for claiming points for specific goals as stipulated on the SBD 6.1.*
- *For local production and content as determined by DTI, suppliers should submit completed and signed SBD 6.2 as well as **annexure C.***
- ***Quotation should be dated and signed on the company's letterhead.***
- *Quotations should be valid for a minimum period of 90 days from the date of the quotation.*
- *All prices quoted must be VAT inclusive, service providers who are not registered for VAT must indicate this clearly on their quotation.*
- *For construction/maintenance/alterations related services submit proof of **CIDB registration**.*
- *Late responses will not be considered.*
- ***All Quotation responses MUST be submitted via email of the sender***

DETAILS OF SUPPLIER			
SUPPLIER NAME:			
TEL. NO:		FAX NO:	
ATTENTION:			
DATE:	09 SEPTEMBER 2026		

SUBMIT QUOTATION TO:			
NAME & SURNAME:			
TEL NO:		EMAIL:	quotation@dhet.gov.za
CLOSING DATE FOR QUOTATION(S):	17 SEPTEMBER 2026		
CLOSING TIME FOR QUOTATION(S):	11H00		
DELIVERY ADDRESS FOR GOODS /SERVICES	123 FRANCIS BAARD STREET – DHET - PRETORIA		
BRIEFING SESSION			
VALIDITY PERIOD	90 DAYS		

PLEASE QUOTE ON THE FOLLOWING ITEM(S)

ITEM	DESCRIPTION OF ITEM(S) REQUIRED	QUANTITY OF ITEM(S)
01	APPOINTMENT OF SERVICE PROVIDER TO REVIEW, REFINE, CONSOLIDATE AND SUPPORT THE FINALISATION OF THE HIGHER EDUCATION ACT OF 1997 (Act No.101 of 1997) FROM THE REVIEW AS AMENDED.	01
	SEE ATTACHED TERMS OF REFERENCE AND BELOW TERMS	

- **Please put the RFQ number (RFQ272/2026) on the subject line when sending the quotations and required documents and also when making enquiries with the Department.**
- **Please make sure you also attach your signature, date and validity period on the quotation.**
- **The Department reserves the right to verify the information provided by the bidders and also confirmation the financial capacity and the ability of the shortlisted bidders.**
- **Bidders MUST provide the Department with a cost breakdown of their quotations.**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HIGHER EDUCATION AND TRAINNG					
BID NUMBER:	**RFQ272/2026**	CLOSING DATE:	**17 SEPTEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**RFQ272/2026: APPOINTMENT OF A SERVICE PROVIDER TO REVIEW, REFINE, CONSOLIDATE AND SUPPORT THE FINALISATION OF THE HIGHER EDUCATION ACT OF 1997 (Act No. 101 of 1997) FROM THE REVIEW AS AMENDED.**				

BID RESPONSE DOCUMENTS MAY BE E-MAILED TO: quotation@dhet.gov.za

Only Bid Proposals received from the above e-mail will be accepted.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**David Ntuli**	CONTACT PERSON	**David Ntuli**
ENQUIRIES DUE	**15 SEPTEMBER 2026 @ 13H00**	**ENQUIRIES DUE**	**15 SEPTEMBER 2026 @ 13H00**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**quotation@dhet.gov.za**	E-MAIL ADDRESS	**quotation@dhet.gov.za**

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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.

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).**
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: ……

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state?

YES	NO

*Select **(x)** the correct box*

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the Department of Higher Education & Training?

YES	NO

*Select **(x)** the correct box*

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related[2] enterprise whether or not they are bidding for this contract?

YES	NO

*Select **(x)** the correct box*

Information not stated but found on CSD, CIPC or any other system may lead to disqualification of a bid.

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in

the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	……
Signature	Date
……	……
Position	Name of bidder

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

[2] "related" as referred to in the Companies Act 2008, Act No 71 of 2008, section 2(1)(a)-(c). The Department reserves the right to access the Central Supplier Database (CSD), Companies Intellectual Property Commission (CIPC) or any other system to verify information

[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.

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the

1.2.1 **80/20** preference point system;

1.2.2 **90/10** preference point system.

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

(a) Price; and

(b) Specific Goals.

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

	80/20	90/10
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and SPECIFIC GOALS	**100**	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "**Consortium or joint venture"** means an association of individuals, companies, or organisations for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity to respond to a tender and participating in common activity of execution through concluding a contract or written agreement stipulating their roles and responsibilities.

(b) **"tender or bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(c) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(d) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

*(e) "***Sub-contracting"** means the primary contractor's assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

(f) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(g) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. Points awarded for price.

3.1.1 The 80/20 or 90/10 Preference Point Systems

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. Formulae for disposal or leasing Of State Assets and Income Generating

3.2.1. **Points awarded for Price**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

(c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: The table below provides the specific goals, its criteria of measurement for a tenderer to qualify for a maximum of 20 points (80/20) OR 10 points (90/10) based on the proof submitted. Please compete the table selecting the relevant 80/20 OR 90/10 as advertised:

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL PROCUREMENT									
				80/20		CLAIM	EVIDENCE		
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify	
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65.00	7.20		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Y	N
			75%-99% black owned	50.00	5.54			specify	
			60%-74% black owned	40.00	4.43				
			51%-59% black owned	30.00	3.32				
			0-50% black owned	10.00	1.11				
			None	0.00	0.00				
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40.00	4.43		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Y	N
			75%-99% women owned	30.00	3.32			specify	
			60%-74% women owned	20.00	2.22				
			51%-59% women owned	10.00	1.11				
			0-50% women owned	5.00	0.55				
			None	0.00	0.00				
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0.50	0.06		Certified medical certificate or substantive proof.	Y	N
			75%-99% owned by persons with disabilities	0.30	0.03			specify	
			60%-74% owned by persons with disabilities	0.20	0.02				
			0-59% owned by persons with disabilities	0.10	0.01				
			None	0.00	0.00				
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25.00	2.77		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger	Y	N
			75%-99% youth owned	15.00	1.66			specify	
			60%-74% youth owned	10.00	1.11				
			51%-59% youth owned	5.00	0.55				
			0-50% youth owned	2.50	0.28				
			None	0.00	0.00				
5	Development of SMMEs	RDP 3.10; 3.1.4	EME	50.00	5.54		BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.	Y	N
			QSE	20.00	2.22			specify	
			GEN	0.00	0.00				
			None	0.00	0.00				
		TOTAL		180.50	20.00				

LEGEND FOR CLAIMING POINT IN TABLE 1

- ***Tenderer may claim points in respect of the five (5) specific goals in the table;***
- ***The evidence provided will be verified by the Department, who reserves the right to amend or ignore points claimed if incorrect or no/irrelevant evidence provided.***
- ***Points claimed- must be valid at the time of closing date of tender (excluding tax information that must be valid at the date of award);***
- ***A tenderer that fails to claim points for specific goals as per Table 1will not be disqualified but will not qualify points for specific goals;***
- ***The following as a minimum requirement of valid evidence is to be submitted:***

Person historically disadvantaged on the basis of race	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	• Certified medical certificate or substantive proof.
Development of Youth	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger
Development of SMMEs	• BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.

5. ADJUDICATION USING A POINT SYSTEM

5.1. The tenderer obtaining the highest number of points will be awarded the contract.

5.2. Preference points shall be calculated after prices have been brought to a comparative basis.

5.3. Points scored will be rounded off to 2 decimal places.

6. POINTS AWARDED FOR BLACK PEOPLE, YOUTH, WOMEN, SMMES AND PEOPLE WITH DISABILITIES

6.1. Points for Black people, Youth, Women, SMME and People with Disabilities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities.

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities in that specific category.

EP = The percentage of equity ownership by Black people, Youth, Women, SMME and People with disabilities within the enterprise or business.

In case of sub-contracting, points will be awarded to the main contractor based on ownership.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of firm :.....

7.2. VAT registration number :.....

7.3. Company registration number :…….....

7.4. **Type of company/ firm**

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

[TICK APPLICABLE BOX]

7.4.1. **Describe principal business activities.**

……

……

……

……

……

7.4.2. **Company classification**

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

[TICK APPLICABLE BOX]

7.4.3. **Total number of years the firm has been in business?**

……

7.5. **Consortium / Joint Venture**

7.5.1 A consortium or joint venture will qualify for points on evaluation of their specific goals as a legal entity, provided that the entity submits the requisite documents.

7.5.2 A consortium or joint venture will qualify for points on evaluation of their specific goals as an unincorporated entity, provided that each entity submits their requisite, information regarding points claimed.

7.5.3 Points for Black people, Youth, Women, SMME and People with Disabilities are calculated based on the percentage of the contract value managed or executed by their Black people, Youth, Women, SMME and People with disabilities. The following formula is prescribed:

NEP = NOP x CVM/100

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities in that specific category

CVM = The percentage of the contract value managed by JV partner.

8. BID DECLARATION

8.1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered

as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COMPULSORY DOCUMENT (*PLEASE COMPLETE AND SIGN)*

TO BE SUBMITTED WITH THE RFQ/BID RESPONSE.

PERMISSION BY BIDDER:

On behalf of:

_____ (*Company name*)

I, Prof/Dr/Mr/Ms _____ (duly authorized), hereby grant permission, in terms of the **Protection of Personal Information Act, 2013 (Act 4 of 2013)**, (POPI Act), to the Department of Higher Education and Training, to utilse all information contained in the Bid documents and Quotation submitted to the Department of Higher Education and Training , for purposes of procurement.

Designation: _____

Signed: _____

Date: _____

NB: Bidder may be disqualified if completed form is not submitted with Bid Documents

RFQ272/2026 - REQUEST FOR QUOTATIONS

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW, REFINE, CONSOLIDATE AND SUPPORT THE FINALISATION OF THE HIGHER EDUCATION ACT OF 1997 (Act No. 101 of 1997) FROM THE REVIEW AS AMENDED.

TABLE OF CONTENTS	PAGE
1. SPECIFICATIONS	……..
2. SCOPE OF WORK	……..
3. TECHNICAL REQUIREMENTS	……..
4. SKILLS AND CAPACITY	……..
5. PRICING STRUCTURE	……..
6. PAYMENT TERMS	……..
7. CONFIDENTIALITY	……..
8. PROJECT NATURE	……..
9. EVALUATION CRITERIA	……..
10. GENERAL	……..
11. PROJECT DURATION AND DELIVERABLES TIMELINE	……..

1. SPECIFICATIONS

1.1. The Department of Higher Education and Training ("DHET" or "the Department") is undertaking a legislative review process of the Higher Education Act, 1997 (Act No. 101 of 1997), as amended ("the Act"), with the objective of strengthening governance, enhancing regulatory mechanisms and aligning the Act with applicable policy and legislative developments within the Post-School Education and Training (PSET) sector.

1.2. A first draft of the Higher Education Laws Amendment Bill has already been developed and circulated for internal stakeholder inputs. The Department is currently at an advanced stage of the legislative process, which includes the consideration, analysis and incorporation of stakeholder comments and proposed amendments.

1.3. The purpose of this RFQ is to appoint a suitably qualified and experienced service provider to support the Department in the review, refinement, consolidation and finalisation of the draft Amendment Bill and associated legislative documentation.

2. SCOPE OF WORK

The appointed service provider will be required to provide technical and professional legislative drafting support, including but not limited to:

2.1. **Review and Refinement of Draft Bill**

2.1.1. Review and refine the existing draft Higher Education Laws Amendment Bill;

2.1.2. Analyse stakeholder inputs and proposed amendments received; and

2.1.3. Ensure legal coherence, consistency and alignment with applicable legislation and policy.

2.2. **Legislative Comment Analysis and Consolidation**

2.2.1. Work with an existing comments matrix containing:

- Proposed amendments;
- Identified legislative gaps (mischief);

- Stakeholder inputs; and
- Preliminary departmental responses;

2.2.2. Validate, refine and consolidate stakeholder inputs into a structured format; and

2.2.3. Identify duplications, inconsistencies and conflicts across proposed amendments; and

2.2.4. Provide legally sound recommendations where required.

2.3. **Comments Response Matrix**

The service provider must produce and maintain a comprehensive Comments Response Matrix reflecting:

2.3.1. Stakeholder/source of input;

2.3.2. Affected provision/section;

2.3.3. Nature of issue identified;

2.3.4. Proposed amendment;

2.3.5. Departmental response (accepted/rejected/modified);

2.3.6. Legal rationale for the position taken; and

2.3.7. Corresponding draft clause.

2.4. **Memorandum on the Objects of the Bill**

2.4.1. Prepare a legally sound Memorandum on the Objects of the Bill; and

2.4.2. Clearly articulate the purpose, context and key amendments.

2.5. **Socio-Economic Impact Assessment (SEIAS) Support**

2.5.1. Provide support in respect of SEIA processes, where required; and

2.5.2. Assist with inputs and alignment of the Bill to SEIA requirements.

2.6. **Stakeholder Engagement Support**

2.6.1. Support or facilitate stakeholder consultations, where necessary; and

2.6.2. Incorporate additional inputs arising from such engagements.

2.7. **Final Consolidation**

2.7.1. Produce a fully consolidated and legally sound Amendment Bill. Ensure:

- Correct legislative drafting format

- Internal consistency
- Proper cross-referencing
- Alignment with applicable statutory frameworks

2.7.2. Draft Government Notices where required.

3. TECHNICAL REQUIREMENTS

3.1. Proven legislative drafting expertise;
3.2. Qualified legal professionals (LPC registered where applicable);
3.3. Experience in PSET or similar sector;
3.4. Strong legal research and drafting capacity; and
3.5. Quality assurance mechanisms in place.

4. SKILLS AND CAPACITY

4.1. Ability to handle complex legislative amendments;
4.2. Experience with iterative drafting processes;
4.3. Capacity to meet deadlines and manage multiple revisions; and
4.4. Strong stakeholder engagement capability.

5. PRICING STRUCTURE

Bidders must submit:

5.1. **Hourly Rates for the following resources:**
5.1.1. Project Leader
5.1.2. Senior Legal Drafter
5.1.3. Legal Researcher
5.1.4. Support Staff

5.2. **Estimated Hours and Cost per Deliverable**
5.2.1. Breakdown of hours per deliverable
5.2.2. Cost per deliverable (hourly rate × hours)

5.3. **Total Project Cost**

5.3.1. A capped total estimated project cost.

6. PAYMENT TERMS

6.1. **Payments will be made:**

6.1.1. Per approved deliverable; or

6.1.2. Based on verified timesheets submitted monthly.

6.2. **All claims must be supported by:**

6.2.1. Detailed timesheets

6.2.2. Progress reports

6.2.3. Submitted deliverables

6.3. No payment will be made for work not supported by approved deliverables or verified timesheets.

7. CONFIDENTIALITY

7.1. The service provider must maintain strict confidentiality regarding all project information.

8. PROJECT NATURE

8.1. The project is iterative and evolving.

8.2. Additional inputs may be received during the course of the project.

8.3. The service provider will be required to accommodate ongoing updates and revisions.

9. EVALUATION CRITERIA

9.1. Bidders will be evaluated on administrative compliance, functionality and price (80/20). *– Refer to page 12 of the ToR.*

10. PROJECT DURATION AND DELIVERABLES TIMELINE

10.1. The project shall be completed within a period of **two (2) months (eight (8) weeks)** from the date of appointment of the service provider.

10.2. The service provider must ensure that all deliverables are produced timeously to support the Department's legislative and Parliamentary timelines.

11. GENERAL

11.1. The Department reserves the right to amend the scope of work where necessary, subject to mutual agreement and compliance with applicable procurement prescripts.

11.2. The services will be procured in accordance with:

11.2.1. The Preferential Procurement Regulations, 2022.

11.2.2. The General Conditions of Contract, 2010.

11.2.3. Applicable DHET Supply Chain Management policies.

ANNEXURE "A": SPECIFICATION

FUNCTIONALITY SCORING CRITERIA

Table.1

Functionality Criteria	Outline	Weight
Bidder's previous experience or exposure to the PSET sector environment (Please refer to breakdown table on page 08 -09)	• Previous experience or exposure in the Post-School Education and Training (PSET) sector environment, policy and/or legislation.	**9**
	• Previous experience in policy and/or legislative drafting.	**9**
	• Verifiable client(s)' testimonials/ reports/letters of reference or similar documentary evidence of Policy or legislative drafting project(s).	**12**
Documentary proof of legislative drafting program completion and experience of key staff. (Please refer to breakdown table on page 09 -10)	Documentary proof of legislative drafting program completion and experience of the Project Leader, Legal researcher(s) and drafter(s).	**15**
Approach / Methodology (Please refer to breakdown table on page 10 - 11)	Bidders' submissions should include, but not be limited to the following: a. Risk management; b. Regulatory compliance management; c. Staff and resource management; d. Quality control; and e. Communication and stakeholder engagement.	**30**
Project Schedule (Please refer to breakdown table on page 11 - 12)	The work breakdown structure or project schedule must show key milestones, dependencies, deliverables, and resource allocation.	**25**
TOTAL		**100**

Bidders must score at least 70 points to proceed to the next evaluation phase 2.

Bidder's experience

Score	Measure for a project	Functionality Criteria
0	No previous experience in the PSET sector.	Previous experience or exposure in the Post-School Education and Training (PSET) sector environment, policy and/or legislation.
3	One year and less previous experience or exposure in the PSET sector environment, policy and/or legislation.	
6	2 – 3 years of previous experience and exposure in the PSET sector environment, policy and/or legislation.	
9	More than 3 years of previous experience or exposure in the PSET sector environment, policy and/or legislation.	
0	No previous experience in policy or legislative drafting.	Previous proven experience in legislative drafting.
3	One year or less previous experience in policy or legislative drafting.	
6	2 – 3 years of previous proven experience in policy or legislative drafting.	
9	More than 3 years of previous proven experience in policy or legislative drafting.	
0	Has not provided proof of having completed a policy or legislative drafting project.	Relevant legislative drafting or similar project(s) with verifiable client(s)' testimonial/ reports/ letter of reference
4	Has provided proof of having completed a policy or legislative drafting project but no reference(s) was provided or submitted.	
8	Has provided proof of having completed a policy or legislative drafting project and one (1) reference or documentary proof was provided or submitted.	

Score	Measure for a project	Functionality Criteria
12	Has provided proof of having completed at least two (2) or more legislative drafting or similar projects and provided or submitted references or documentary proof therefore.	

Legislative Drafting Program Completion and Relevant Experience of Key Staff

Score	Measure for a project	Functionality Criteria
0	• No Project Leader and Legal Researcher(s) /Drafter(s) identified for the project.	At least the Project Leader and Legal Researcher(s)/drafter(s) are required to provide their CVs', proof of attendance/completion of a legislative drafting program, and documented relevant experience.
5	• Project Leader has attended/completed a legislative drafting program with less than **two (2) years** of relevant experience; Legal Researcher(s)/Drafter(s) with minimal or no experience in policy or legislative drafting.	
10	• Project Leader has attended/completed a legislative drafting program with **2 - 4 years** of relevant experience; Legal Researcher(s)/Drafter(s) with **2 - 4 years** of documented experience in legislative drafting or related fields.	
15	• Project Leader has attended/completed a legislative drafting program **with more than**	

Score	Measure for a project	Functionality Criteria
	4 years of extensive experience in legislative drafting across various fields/sectors; Legal Researcher(s)/Drafter(s) with more than 4 years of documented experience.	

Approach / Methodology

The minimum requirement of 'Methodology' is specifically tailored to address the specific project objectives and methods of work and is sufficiently flexible to accommodate changes that may occur during execution. The methodology must be specifically designed to fit the critical characteristics of the project. The bidders' approach or methodology must include, amongst others, the following set of practices:

a. Risk management;
b. Regulatory compliance management (requirements associated with the programmed activity);
c. Staff and resource management;
d. Quality control or management; and
e. Communication and stakeholder engagement.

Score	Measure for Methodology
0	The approach or methodology is poor and unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
5	The approach or methodology is tailored to address only one practice from the set of five practices. The approach does not adequately deal with other practices required for the project.
10	The approach or methodology is tailored to address only two practices from the set of five practices. The approach does not adequately deal with other practices required for the project.

15	The approach or methodology is tailored to address only three practices from the set of five practices. The approach does not adequately deal with other practices required for the project.
20	The approach or methodology is tailored to address only four practices from the set of five practices. The approach does not adequately deal with other practices required for the project.
25	The approach or methodology is tailored to address only five practices from the set of five practices. The approach does not adequately deal with other practices required for the project.
30	The approach or methodology is tailored to address more than five practices from the set of five practices. The approach does not adequately deal with other practices required for the project.

Project Schedule

The project schedule must respond to the scope of the project and adequately cover all programmed activities in chronological order. The work breakdown structure or project schedule must show key milestones, dependencies, deliverables, and resource allocation.

Score	Measure for Schedule
0	No project schedule provided
5	The project schedule is clear, specific, and logical, and includes one of the four properties: key milestones, dependencies, deliverables, and resource allocation.
10	The project schedule is clear, specific, and logical, and includes two of the four properties: key milestones, dependencies, deliverables, and resource allocation.

Score	Measure for Schedule
15	The project schedule is clear, specific, and logical, and includes three of the four properties: key milestones, dependencies, deliverables, and resource allocation.
20	The project schedule is clear, specific, and logical, and includes the four properties: key milestones, dependencies, deliverables, and resource allocation.
25	The project schedule is clear, specific, and logical, and includes five or more properties of which four are key milestones, dependencies, deliverables, and resource allocation.

1. **Evaluation Criteria**:

Bidders will be evaluated in three (03) phases:

Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and Specific Goals Evaluation (Phase 2)
Bidders must submit all bidding documents. Only bids that comply with **ALL** these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of ***70*** **points** out of 100 points to proceed to Phase 2 (Price and specific goals).	Bidders will be evaluated on 80/20 points system on (80 points for price and 20 for specific goals points).

1.1 **Phase 0: Administrative Compliance** – Company's registration on the Central Supplier Database (CSD) and submission of all completed and signed bidding documents requested by Supply Chain for Compliance.

Document that must be submitted for bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission/non-compliance shall result in disqualification
Permission in terms of POPI Act to utilise information contained in documents for procurement purpose		Complete and sign the attached *pro-forma* document
Invitation to Bid – SBD 1		Complete and sign the attached *pro-forma* document
Tax Status		i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. ii. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. Pin number may be provided for tax verification status.

Document that must be submitted for bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission/non-compliance shall result in disqualification
Declaration of Interest – SBD 4		***NOTE! Care must be taken to list ALL "other related companies" (SBD 4, par. 2.3). Failure to comply may lead to disqualification. Should the bidder have more enterprises to declare, such information can be provided on a separate sheet.***
Preferential Points Claim Form SBD 6.1		Complete and sign the attached *pro-forma* document
Registration on the Central Supplier Database (CSD report)		i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. ii. Submit proof of registration.
Pricing Schedule (Bidder only)		Submit fully detailed pricing proposal

1.2 **Phase 1: Technical or functionality evaluation** – Bidders who comply in terms of administrative compliance will be further evaluated on functionality as per the above table. Bidders are expected to score at least **70 points** to qualify for the next phase of evaluation.

(Please refer to functionality evaluation table on page 07 of the ToR)

1.3 **Phase 2: Pricing and Specific Goals**– The last phase of evaluation will focus on the pricing and the DHET-specific goals as per the below table.

2. **Specific Goals** - For bidders to qualify for specific goals points they need to fully complete the SBD forms attached and furnish supporting proof documents as requested. Bidders who fail to submit proof documents will forfeit points on the relevant categories.

Person historically disadvantaged on the basis of race	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	• Certified medical certificate or substantive proof.
Development of Youth	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger
Development of SMMEs	• BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.

Specific goals allocation table.

Table: 02 :

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL PROCUREMENT											
				80/20		CLAIM	90/10		CLAIM	EVIDENCE	
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65,00	7,20		65,00	3,60		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD	Y N specify
			75%-99% black owned	50,00	5,54		50,00	2,77			
			60%-74% black owned	40,00	4,43		40,00	2,22			
			51%-59% black owned	30,00	3,32		30,00	1,66			
			0-50% black owned	10,00	1,11		10,00	0,55			
			None	0,00	0,00		0,00	0,00			
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40,00	4,43		40,00	2,22		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of	Y N specify
			75%-99% women owned	30,00	3,32		30,00	1,66			
			60%-74% women owned	20,00	2,22		20,00	1,11			
			51%-59% women owned	10,00	1,11		10,00	0,55			
			0-50% women owned	5,00	0,55		5,00	0,28			
			None	0,00	0,00		0,00	0,00			
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0,50	0,06		0,50	0,03		Certified medical certificate or substantive proof.	Y N specify
			75%-99% owned by persons with disabilities	0,30	0,03		0,30	0,02			
			60%-74% owned by persons with disabilities	0,20	0,02		0,20	0,01			
			0-59% owned by persons with disabilities	0,10	0,01		0,10	0,01			
			None	0,00	0,00		0,00	0,00			
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25,00	2,77		25,00	1,39		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of	Y N specify
			75%-99% youth owned	15,00	1,66		15,00	0,83			
			60%-74% youth owned	10,00	1,11		10,00	0,55			
			51%-59% youth owned	5,00	0,55		5,00	0,28			
			0-50% youth owned	2,50	0,28		2,50	0,14			
			None	0,00	0,00		0,00	0,00			
5	Development of SMMEs	RDP 3.10; 3.1.4	EME	50,00	5,54		50,00	2,77		BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.	Y N specify
			QSE	20,00	2,22		20,00	1,11			
			GEN	0,00	0,00		0,00	0,00			
			None	0,00	0,00		0,00	0,00			
			TOTAL	180,50	20,00		180,50	10			

LEGEND		
	Specific goal	*If additional specific goals are selected, then total points must be adjusted to equal 20*
	Points selection	*The sub-category for points may vary as approved as long as the total point do not exceed 20*
	Criteria	*For SMME, the number of employees & turn-over as approved by Dept: Small Business Development applies*
	Proof/ evidence	*Other or additional criteria may be approved*

Proposal Content or Format

3. Bidders will be evaluated in terms of the PPPFA Principle 80/20 principle where 80 points will be allocated for pricing and the remaining 20 points will be allocated for specific goals.

4. Quotations and evaluations will be subject to The Preferential Procurement Regulations, 2022; the Supply Chain Management Policy; General Conditions of Contract, 2010; and other applicable legislation, which in total will apply to this request for quotations (RFQ). Services of the successful service provider will be secured following the Department's Procurement Policies.

5. **Document to be submitted in support of the quotation**

In support of their bids, bidders **MUST** submit the following documents:

5.1 Copy of the company Profile;
5.2 Copy of the referral/testimonial letters or affidavit;
5.3 Copy of the CV(s) of the Project Leader, Legal Researcher(s) and drafter(s);
5.4 Copy of academic qualification (LLB or BPROC) of the Project Leader, Legal Researcher and Drafter;
5.5 Copy of the Legal Practice Council Registration Certificate of the Project Leader, Legal Researcher and Drafter;
5.6 Project Methodology;
5.7 Project Schedule; and
5.8 Pricing per Deliverable.

Failure to provide the required documents will result in the disqualification of the relevant bidder at the pre-qualification stage.

6. **Submission of Proposals:**

10.1 Proposals must be submitted electronically to : quotation@dhet.gov.za
10.2 The closing date of submission is **17 SEPTEMBER 2026** at **11h00.**
10.3 **The Department will not accept proposals that are hand delivered and the ones that reach the Department after the closing date and time.**

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.