

MPUMALANGA PROVINCIAL GOVERNMENT



OFFICE OF THE PREMIER

BID NUMBER: PRE/062/26/MP

**APPOINTMENT OF A PANEL OF SUITABLE
QUALITY COUNCIL FOR TRADES AND
OCCUPATIONS (QCTO) ACCREDITED SKILLS
DEVELOPMENT PROVIDER/S TO PROVIDE
TRAINING AND TRADE TESTING SERVICES ON
ARTISAN TRADES FOR MPUMALANGA OFFICE
OF THE PREMIER FOR A PERIOD OF 36
MONTHS FOR APPRENTICESHIP, ARTISAN
RECOGNITION OF PRIOR LEARNING (ARPL)
AND SKILLS PROGRAMMES**

ISSUED BY:

Office of the Premier
Private Bag x11291
Mbombela
1200

CSD SUPPLIER NUMBER: MAAA.....

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PREMIER					
BID NUMBER:	PRE/062/26/MP	CLOSING DATE:	11 SEPTEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms DT Mhaule		CONTACT PERSON	Mrs. V Francis	
TELEPHONE NUMBER	0137662126/2154		TELEPHONE NUMBER	013 766 2088	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	DTMhaule@mpg.gov.za		E-MAIL ADDRESS	francis@mpg.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 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:

.....

OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

INDICATE THE TRADES FOR WHICH YOU ARE APPLYING (BY PLACING A TICK IN THE RELEVANT COLUMN). BIDDERS ARE ONLY REQUIRED TO TICK/ INDICATE THE TRADE THAT THEY ARE QCTO-ACCREDITED IN AND MEET ALL THE REQUIREMENTS FOR.

Name of Learning Intervention	Trade Name	Place a tick for trades you are applying (✓)	Name of Learning Intervention	Trade Name	Place a tick for trades you are applying (✓)
APPRENTICESHIP	Automotive motor mechanic		SKILLS PROGRAMMES	Welding	
	Auto Electrician			Spray painting	
	Diesel Mechanic			Panel beating	
	Panel beating			Entrepreneurship	
	Heavy Equipment Mechanic			Tyre repairs	
	Tractor Mechanic			Air conditioning and refrigeration Mechanic	
	Spray painting			Refrigeration Mechanic	
	Electrical			Renewable energy (Solar)	
	Welding			Carpenter	
	Rigger			Plumber	
	Boiler making			Builder	
	Millwright			Bricklayer	
	Instrumentation		ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL)	Automotive motor mechanic	
	Air conditioning and refrigeration Mechanic			Auto Electrician	
	Refrigeration Mechanic			Spray painting	
	Fitter and turner			Panel beating	
	Carpenter			Electrical	
	Plumber			Welding	
	Builder			Carpenter	
	Bricklayer			Plumber	
	Pattern maker			Builder	
	Mechanical Fitter			Bricklayer	

1. BACKGROUND



APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

The Mpumalanga Provincial Government, through the Office of the Premier (OTP), has a strategic mandate to coordinate skills development across the Province in support of inclusive economic growth and employment creation.

As part of this mandate, the Office of the Premier coordinates and facilitates a range of skills development initiatives aimed at improving the employability of unemployed youth and focus groups, enhancing occupational competence, increasing the supply of scarce and critical skills, supporting artisan development and strengthening the provincial skills pipeline. These initiatives are implemented in partnership with national and provincial government departments, public entities, Sector Education and Training Authorities (SETAs), public Technical and Vocational Education and Training (TVET) Colleges, universities, employers and other strategic stakeholders.

To ensure the efficient implementation of current and future skills development initiatives, the Office of the Premier seeks to establish a panel of suitably qualified and experienced Skills Development Providers with the technical capability to deliver artisan development, occupational training, assessment, moderation and trade testing services in accordance with applicable legislative and quality assurance requirements.

The panel will be utilised, as and when required, to implement skills development programmes funded through various sources.

Work will be allocated based on approved project implementation plans, funding availability, programme requirements, provider expertise, geographic coverage, demonstrated performance and operational requirements.

This bid specification relates to the establishment of a panel of suitable quality council for trades and occupations(QCTO) accredited Skills Development Providers to provide training and trade testing services on artisan trades for Mpumalanga Office of the Premier for a period of 36 months for apprenticeship, artisan recognition of prior learning(ARPL) and skills programmes.

2. PURPOSE

The purpose of this bid is to establish a panel of suitable quality council for trades and occupations(QCTO) accredited Skills Development Providers to provide training and trade testing

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services on artisan trades for Mpumalanga Office of the Premier for a period of 36 months for apprenticeship, artisan recognition of prior learning (ARPL) and skills programmes.

The appointed panel will support the Office of the Premier in implementing current and future skills development projects funded through various funding sources and strategic partnerships. The service providers will be required to provide services that include learner recruitment, programme administration, occupational training, workplace learning coordination, assessment, moderation, learner support, trade test preparation, trade testing (where accredited or through approved arrangements), certification support, monitoring, reporting and project close-out.

The overall purpose is to establish a flexible panel of technically competent providers capable of responding to the Province's evolving skills development priorities while ensuring compliance with applicable legislation, quality assurance requirements and funding conditions associated with individual projects.

2.1 KEY OBJECTIVES

The objectives are to:

- Establish a panel of suitably qualified Skills Development Providers capable of delivering artisan development and occupational training programmes across Mpumalanga.
- Increase access to quality occupational learning opportunities for unemployed youth and other approved beneficiary groups.
- Support the development of scarce and critical skills required by key economic sectors within the Province.
- Facilitate the implementation of Apprenticeship Programmes leading to nationally recognised artisan qualifications.
- Implement Artisan Recognition of Prior Learning (ARPL) programmes to formally recognise the competencies of experienced artisans.
- Deliver Occupational Skills Programmes aligned to identified provincial, sectoral and labour market priorities.
- Provide assessment, moderation and trade testing services in accordance with QCTO and other applicable quality assurance requirements.
- Promote workplace-based learning through collaboration with employers and industry partners.
- Ensure effective learner administration, monitoring, reporting and record management.



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- Contribute to improved employability, economic participation and sustainable skills development within the Province.

2.3 TARGET GROUP

The programmes implemented through this panel may target, depending on the requirements of individual projects and funding agreements:

- Unemployed youth;
- Women;
- Persons with disabilities;
- Experienced artisans requiring formal recognition through the ARPL process;
- Graduates and work-integrated learning candidates (where applicable);
- Historically disadvantaged individuals;
- Beneficiaries from rural and township communities; and
- Other categories of beneficiaries approved under specific funding agreements.

The specific beneficiary numbers, eligibility criteria and programme requirements will be communicated to the appointed service provider(s) through project-specific implementation plans and Service Level Agreements.

2.4 EXPECTED DELIVERABLES

The appointed Skills Development Provider(s) shall, as applicable to the programme(s) and artisan trade(s) allocated, deliver:

- Recruitment and selection of eligible beneficiaries.
- Verification of learner eligibility and supporting documentation.
- Learner induction and orientation.
- Registration of learners on the applicable management information systems and quality assurance platforms.
- Delivery of theoretical and practical occupational training.
- Coordination of workplace learning and employer placements where required.
- Provision of learner support services throughout the training period.
- Conduct of formative and summative assessments.
- Moderation of assessments in accordance with quality assurance requirements.
- Delivery of gap training for ARPL candidates where required.
- Trade test preparation and facilitation of trade testing through accredited trade test centres or approved arrangements.

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- Facilitation of certification and issuing of Statements of Results where applicable.
- Submission of accurate monthly, quarterly and final implementation reports.
- Maintenance of complete learner records and supporting documentation for monitoring, evaluation and audit purposes.
- Participation in monitoring visits, verification processes and quality assurance activities undertaken by the Office of the Premier, funding partners or authorised oversight bodies.
- Compliance with all applicable legislation, quality assurance requirements, contractual obligations and approved project implementation plans.

3. SCOPE OF WORK

3.1 Skills Development provider/s will be expected to perform the following responsibilities, per programme:

Apprenticeship Programme

- 3.1.1 In collaboration with OTP, recruit and register candidates with the relevant Sector Education and Training Authority (SETA) for the relevant Apprenticeship programme.
- 3.1.2 Provide induction, off-the-job training (theoretical training) as per the prescribed curriculum of the relevant trades.
- 3.1.3 Secure workplace learning opportunities with mentors
- 3.1.4 Provide learners with monthly stipends, logbooks, learner manuals, PPE, Toolkits (where required) and Learning resources and all relevant material required
- 3.1.5 Prepare learners for trade testing
- 3.1.6 Conduct trade testing (provision for three attempts)
- 3.1.7 Facilitation of certification and issuing certificates to successful learners.
- 3.1.8 Compile and submit quarterly progress reports against all milestones to Office of the Premier

Artisan Recognition of Prior Learning (ARPL) Programme

- 3.1.9 In collaboration with OTP, recruit, screen, verify candidate eligibility and register (with the relevant SETA) candidates over a maximum period of 12 months.
- 3.1.10 Provide induction, technical assessment for identified candidates required for enrollment into the Programme (administrative and formative assessments).

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3.1.11 Provide required skills gap training.

3.1.12 Support candidates in preparing their portfolios of evidence.

3.1.13 Prepare candidates for trade testing.

3.1.14 Conduct trade testing (with provision for three attempts).

3.1.15 Facilitate certification process and issue certificates to successful candidates.

3.1.16 Compile and submit progress reports against all milestones to Office of the Premier.

Skills Programmes

3.1.17 In collaboration with OTP, recruit and register candidates on Skills Programmes .

3.1.18 Provide off-the-job training as per the prescribed curriculum of the relevant trades.

3.1.19 Provide induction, classroom training, practical training, simulation training (where applicable) and workplace exposure (where applicable).

3.1.20 Provide learner manuals, PPE, Toolkits (where required) and Learning resources.

3.1.21 Facilitate Assessment of learners

3.1.21 Facilitate certification process and issue certificates to successful learners.

3.1.22 Compile and submit progress reports against all milestones to Office of the Premier.

3.2 The training provider is required to take full responsibility for the content and quality of the training material as well as the quality standards and availability of trainers; facilitators and the required training and trade testing facility(ies). All trainers and facilitators must be fluent in English. The training materials must be made available in English.

The Apprenticeship, ARPL and Skills Programme components require institutions with QCTO-accredited training facilities, workshops, qualified artisans and facilitators, employer linkages, learner management systems and the capacity to support occupational learning in artisan trades.

4. PROVISION OF TRAINING AND TRADE TESTING SPACE/FACILITY

4.1 The training provider will be responsible for the training, preparations and trade testing at accredited trade test venues for the enrolled apprentices and ARPL candidates. It is preferable that the trade test venues are at the centre where the training takes place.



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4.2 The training provider shall provide relevant facilities and equipment in line with the prescriptions set by the authorities (such as the Quality Council for Trade and Occupations (QCTO)). Site inspection of the appointed service providers' facilities will be conducted.

5. QUALITY ASSURANCE AND PROJECT MANAGER

5.1 The appointed Service Provider shall ensure that feedback is provided to OTP on a quarterly basis and as and when required for efficient monitoring and management of the Programmes.

5.2 The Service Provider shall appoint a **project manager** who will be responsible for monitoring and management of the project. The project manager acts as a single point of contact between OTP and the service provider. The **project manager** should respond to email queries and phone calls within 24 hours and resolve outstanding issues within three working days.

5.3 In the event that OTP is not satisfied with the performance or behaviour of a facilitator or trainer provided by the training service provider, the provider will be obliged to supply a suitable replacement. The training service provider will seek OTP's prior approval of the replacement, based upon an examination of the replacement's credentials.

6. COURSE DURATION, ASSESSMENT AND CERTIFICATION

6.1 The duration of each programme will be dependent on the relevant requirements regulated by the National Artisan Moderation Board (NAMB). The service provider will provide feedback to OTP on summative assessment (where necessary), per programme, within 30 days of the end of each quarter. Assessments will be conducted in accordance with the minimum requirements set for each programme.

6.2 The Service Provider shall provide training and trade testing schedules and submit to OTP for planning and monitoring purposes.

7. PRESENTATION OF THE CAPACITY TO SUPPORT THE PROGRAMMES

7.1 The table below seeks delve into the trades and related capacity to provide support for the Apprenticeship and the ARPL Programmes in order to address OTP's requirements. The Service Provider is expected to list the trades which the institution is QCTO-accredited to undertake.



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7.2 Bidders should submit proof(s) of QCTO accreditation to assist OTP during the bid evaluation process. The information provided in the table is expected to demonstrate the bidder's capacity to execute the programmes. Although points will be scored for the number of relevant trades indicated, failure to indicate this capacity under a particular trade will disadvantage the bidder during the evaluation process.

7.3 The table below should be used to capture trade details that are registered with the QCTO: The table below should also be copied and completed as part of the Implementation Plan.

Trade Name	Trade Code	Accredited as Training Service Provider (Y/N)	Accrediting Authority	Accredited as Trade Testing Service Provider or Centre (Y/N)	Accrediting Authority



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7.4 The table below should be copied and completed as part of the Implementation Plan.

Personnel	Trade	Qualifications	Years of Experience	Number of Similar Projects Successfully Undertaken	Accreditation by Relevant Authorities
Project Manager					
Facilitators/ Trainers					
Assessors					
Moderators					
Quality Assurers					
Finance Specialists (who will focus on Project finances including stipend management)					
Monitoring & Evaluation Specialists (who will focus on ensuring Project is monitored, implemented on time and reported on monthly and quarterly to OTP)					
Administrator (who will ensure that all administrative work is done including uploading learner documents to the SETA system)					

8. REPORTING LINE

The Team Leader shall report directly to the **Chief Director: Transversal HRD in the Office of the Premier.**



office of the premier
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

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9. COMPULSORY RETURNABLE SCHEDULE

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached YES/NO
a.	Standard Bidding documents to be fully completed initialled on each page and signed in all relevant areas.(SBD1,SBD 4,SBD 6.1)	
b.	Original certified copies of CIPC registration documents. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
c.	If the bidder is a joint venture /consortium/partnership, an original certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid. If the bidder is not a joint venture/consortium/partnership (section e is not compulsory). The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
d.	Original or originally certified copies of the identity documents /valid passports of all the directors of the bidding entity. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
e.	SARS Tax pin issued by South African Revenue Service (SARS). (The bidder must ensure the tax status with SARS remains compliant for the duration of the bid validity period). Bidders who are in joint venture should submit individual Tax clearance certificates.	
f.	Proof of registration with National Treasury's Central Supplier Database (CSD) must be attached.	
g.	Bid document must be completed in black ink	
h.	Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an EME or QSE.	
i.	A detailed breakdown of costs and a ceiling price. Value Added Tax (VAT) must be shown as a separate line in the financial quotation.	
j.	Bidders are expected to submit, with their bids, detailed company profiles indicating: 9.1.1 the head office location and address. 9.1.2 the year of the establishment of the business; and 9.1.3 instances of company' experience in providing Trade Theory Training and Trade Testing	
k.	Bidders should submit at least three reference letters from enterprises and / or public institutions detailing Trade Theory	



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	Training and Trade Testing and successfully completed in the last 10 years. The letters must be dated, signed and on client's letterhead.	
l.	3 Bidders should submit copies of qualifications of project team members.	
m.	Provide accreditation certificates or letters from the QCTO to provide training and trade testing in the specified trades as indicated in the table on "trade details that are registered with the QCTO".	
n.	9.5 The project team members that will be assigned to OTP must have a minimum of five (5) years' experience in providing Training and Trade Testing services as described in the TORs.	
o.	Bidders are expected to use the table below to present the names and credentials of key personnel, namely the project manager, Other required personnel include quality assurers, moderators and facilitators/trainers per trade category. All resources should have expertise in the different trades as indicated in the table on "trade details that are registered with the QCTO".	
u.	The Bid Validity Period is 90 days	
p.	Compulsory Briefing	

NB: ALL ATTACHED DOCUMENTS MUST BE INITIALLED AND BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS ABOVE WILL BE DISQUALIFIED.

10. EVALUATION METHODOLOGY

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) on the following basis:

Functionality	POINTS
Understanding of Brief	20
Company's experience in similar task	30
Capacity of Personnel/ Proposed team	30
Proposed Implementation Plan / Methodology	20
Total points for Functionality	100
	POINTS
Price	80
Specific Goals	20
Total points for Price and SPECIFIC GOALS	100

10.1. EVALUATION PROCEDURE

- Bids will be evaluated at different stages; the **first stage** would be general validity in terms of the compulsory requirements stated below under returnable schedule. Bids which fail in general to meet the compulsory requirements may be rejected and will not be evaluated further. However, The Office



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of the Premier reserves the right to communicate with bidders in the case where minor administrative errors are apparent. Bidders may be invited for presentations or clarification of documents.

- The **second stage** will be the consideration of **functionality**. Requirements are set which will assist The Office of the Premier to assess the capacity and experience of the service providers. The minimum threshold for functionality must be met in order for bid offers to continue to the next stage of evaluation.
- The **third stage** of evaluation will be according to the preference points claimed for Specific Goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system).
- The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee (BEC) in accordance with the aforementioned criteria.
- The points scored for functionality shall be calculated as follows: Each BEC member shall award points for each individual criterion on the score sheet. The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of **75** points. All bidders who scored the minimum threshold of **75** points or above shall be evaluated further for price and specific goals. Bids/proposals that do not score the minimum threshold of **75** points for functionality shall not be evaluated further.

10.2. FUNCTIONALITY

The BEC members shall individually evaluate the responses received and /or presentations made against the following criteria:

The applicable points to be applied to functionality evaluation as follows:

Item	Criteria	Means of Verification (Evidence)	Maximum Score	Awarded Score
	FUNCTIONALITY		100	
1.	Experience and Track Record(s)		15	
i)	No track record	Bidders are to attach a list of contactable references with appointment letters and/ or purchase order. Months accumulated to be translated into a year. NB: (Evidence will be verified)	0	
ii)	1 – 2 years		5	
iii)	3 – 4 years		8	
iv)	5 – 6 years		12	
v)	7 years and more		15	

APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

2.	Team Leader's (Project) relevant qualification (s)		10	
i)	No qualification		0	
ii)	The Team/Project leader has qualification	Bidders are to attach a certified copy of Certificate of qualification. NB: (Evidence will be verified)	10	
3.	Relevant training experience of the Project Team		10	
i)	No experience		0	
ii)	1 or more members with 1 – 2 years' experience	Bidders to attach: a. CV's with contactable references indicating number of years in the trade and training Industry	5	
iii)	1 or more members with 3 or more years' experience	b. Copies of relevant Qualifications c. Copies of relevant Qualifications for Project Team (Facilitators/ Trainers, Assessors, Moderators)	10	
4.	Project plan attached		15	
i)	No project plan or irrelevant plan		0	
ii)	Project plan not in line with TOR	Detailed project plan indicating all the deliverables and time frames	0	
iii)	Project plan in line with the TOR		15	
5.	Accredited Training Facilities		15	
i)	Not accredited		0	
ii)	Training Facilities Accredited by QCTO	Accredited letter issued by QCTO	15	
6.	Existence of the training facility in Mpumalanga Province		15	
i)	No Training Facilities in Mpumalanga Province		0	



APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

ii)	Training Facilities in Mpumalanga Province	Accreditation letter signed by QCTO Attach QCTO Approval of the Workshop of the applicable trade	15	
7.	Work placement commitment		15	
i)	No commitment		0	
ii)	There are agreements in place	Bidders to attach SLA between Training Provider and Employers. Bidders to attach letters from employers that grants workplace placement of learners Bidders to indicate the number of mentors available in line with trade ratio requirements.	15	
8.	Financial capacity		5	
i)	No Financial Statement		0	
ii)	Financial statement attached	Recent Audited annual Financial Statement	5	
			100	

11. EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEMS.

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price and 20 points for specific goals.

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

11.1 PREFERENCE POINTS IN TERMS OF PPPFA



office of the premier
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulations of 2022. Responsive bids shall be adjudicated by the

OtP on the 80/20 preference point system in terms of which points are awarded to bidder on the basis of:

11.1.1 POINTS ALLOCATION FOR RDP GOALS (Specific goals)

A maximum of 20 points shall be awarded to a bidder(s) for the specific goal specified for the tender as contemplated in sub-regulation (2) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2022 and will be added to the points scored for price as calculated in accordance with sub-regulation (1) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2022.

11.1.2 PRICE POINTS ALLOCATION

In terms of Regulation 4.(1) and 6(2) of the Preferential procurement Regulations, the following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) = \text{Calculation of price points}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Designated Group: An EME or QSE which is at least 51% owned		Minimum Proof required for claiming preference points	Points
1	An Enterprise owned by at least 51% BLACK OWNED	CIPC enterprise registration documents and certified id copies of Directors	4
2	An Enterprise owned by at least 51% people who are YOUTH	CIPC enterprise registration documents and certified id copies of Directors id copies of Directors	4
3	An Enterprise owned by at least 51% people who are WOMEN	CIPC enterprise registration documents and certified id copies of Directors id copies of Directors	4

APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

4	An Enterprise owned by at least 51% people with DIASABILITIES	CICP enterprise registration documents and certified id copies of Directors, proof of disability(certificate from a medical doctor that specifies the nature of the disability)	4
5	Military Veteran	Certificate from the Department of Veterans	4

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE MENTIONED SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.

12. SPECIAL CONDITIONS

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

- The **OtP** reserves the right to suspend/ terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- The **OtP** reserves the right to request further information from the bidder/s any time to clarify aspects in the bid(s).
- The **OtP** reserves the right to verify information and documentation of the bidder/s.
- The **OtP** reserves the right to invite shortlisted bidders to make presentations before awarding the bid.
- The bidder is required to declare interests (in SBD4 form) if they are or any person connected with the bidder (relatives/spouse/business partners/shareholders) is are presently employed by the state.
- All bidders will be verified for Tax compliance status on the Central Supplier Database (CSD).Failure to validate the Tax status in CSD may invalidate the bid.
- This bid shall not be awarded to a supplier who is not registered as a prospective supplier on the Central Supplier Database administered by the National Treasury.
- Supplier Performance Management is viewed by the **OtP** as a critical component in ensuring value for money in acquisition and good supplier relations between **OtP** and all its suppliers.
- The successful bidder shall upon receipt of written notification of an award, sign a Service Level Agreement (SLA) with the **OtP**. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value add of the service to the **OtP**.
- The panel of Skills Development Providers shall be appointed for a period of thirty-six (36) months from the commencement date of the contract

APPOINTMENT OF A PANEL OF SUITABLE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS (QCTO) ACCREDITED SKILLS DEVELOPMENT PROVIDER/S TO PROVIDE TRAINING AND TRADE TESTING SERVICES ON ARTISAN TRADES FOR MPUMALANGA OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS FOR APPRENTICESHIP, ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) AND SKILLS PROGRAMMES

- k. Appointment to the panel shall not guarantee the allocation of work. Services will be commissioned on an as-and-when-required basis, subject to approved project implementation plans, funding availability, operational requirements and the specific expertise required for each programme or artisan trade.
- l. The Office of the Premier reserves the right to appoint one or more service providers per programme, artisan trade, district or project.
- m. One (1) Tender document together with relevant copies.
- n. One (1) Technical proposal but indicating all the interventions applied for and standard roll out strategy(ies) for the chosen interventions.
- o. Bidders will only be appointed for qualifications that they have applied for and/or are accredited for
- p. If new qualifications are introduced in the 36 Months period, the OTP will allocate to the panel provided that the skill development provider is accredited to provide such qualification
- q. Bid documents should be duly completed in black ink and signed. Any use of tipex fluid on the bid documents shall nullify the bid. All incomplete bid documents shall not be considered.

16. ENQUIRIES AND CLARIFICATION

All enquiries and clarity seeking questions should be directed to:

For: Technical Enquiries **Mrs. Vanitha Francis**
francisv@mpg.gov.za
013 766 2088

For: Supply Chain Process **Ms Dimakatso Mhaule**
dtmhaule@mpg.gov.za
013 766 2126/ 2154

**NB: FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL
LEAD TO DISQUALIFICATION OR TERMINATION OF CONTRACT**

**NON ATTENDANCE OF COMPULSORY BRIEFING SESSION WILL LEAD TO
DISQUALIFICATION**



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)	
Trading name (if applicable)	
ID/Passport no	Company/Close Corp. registered no
Income Tax ref no	PAYE ref no 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
Telephone no	Fax no
E-mail address	
Physical address	
Postal address	

Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	Fax no
E-mail address	
Physical address	

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black		4		
Youth		4		
Women		4		
Disabled persons		4		
Military Vetarans		4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE: 2011 2012

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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2. Application
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32. Taxes and duties
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34. Prohibition of restrictive practices

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.

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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 fulfillment 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 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.</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 for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>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.</p> <p>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</p> |

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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)