



NKOMAZI SEZ
TREASURE OF OPPORTUNITIES

REQUEST FOR PROPOSAL

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO
RENDER VARIOUS TRAININGS ALIGNED TO THE PROVINCIAL
ECONOMIC SECTORS FOR A PERIOD OF 3 YEARS (36 MONTHS)**

BID NO: NSEZ/2026/01

NAME OF BIDDER:
CSD REG NO.:
TEL NUMBER :
AMOUNT: (Vat Incl)

Prepared for:
Nkomazi SEZ SOC Ltd

Technical enquiries: MS I Phiri
iphiri@nkomazisez.gov.za

SCM enquiries:
scm@mega.gov.za
scm@nkomazisez.gov.za

CLOSING DATE: 16 FEBRUARY 2026 @ 12h00

Table of contents

SECTION	HEADING	PAGE
1	General Information	3
	Table A: Mandatory Requirements	4
	Terms of Reference	6
	Background and Context	6
	Purpose <ul style="list-style-type: none"> • Key Objectives • Contract Period • Target Group • Expected Deliverables 	12
	Personnel Schedule	15
	Schedule of Work Satisfactorily Carried Out by the Tenderer	16
	Schedule of Proposed Subcontractors	17
	Municipal Accounts	20
	Competence Achievement Schedule and Functionality Evaluation	22
	Pricing Instructions	29
	Bills of Quantities	20
	Confidentiality	31
	Appointment of a Preferred Bidder(s)	31
	Bid Validity Period	31
	Enquiries	31
	Closing Date and Time	31
	Communication of Successful and Unsuccessful Bidders	32
	Method and Place of Submission	32
	Condition of the Bid	32
2	Respondent Information	34
3	Terms and Conditions	38

SECTION 1: GENERAL INFORMATION

TABLE A: MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	
(Failure to meet the requirements below), the bidder will be disqualified.	
1.	Proof of registration with the professional body, such as (PSETA-)For Public Service Sector Training or any relevant professional body The Service provider should be NQF-Compliant.
2.	In case of a Joint Venture, an original or original certified copy of the joint/partnership agreement must be attached
3.	A letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, must be attached. The certificate must be valid as of the closing date of the bid. A letter of intent will not be accepted
4.	Fully completed pricing schedule or Proposal
5.	Fully completed, signed Standard bidding documents
6.	Comprehensive CV of key personnel together with all other relevant certifications - Certificates must be certified
7.	Letter of authority to sign the bidding documents
8.	Certified copies of Directors' or Shareholders' Identity documents
9.	Proof registration on the Central Supply Database (Detailed report)
10.	Letter of approval by the Executive Authority to do business if the entity has a member(s) who is/are Government employee

Each criterion will be evaluated on a scale of 0 to 5 which shall be scored as indicated in the table below:

$$\text{Criterion Points scored} = \frac{\text{score (0 to 5)}}{5} \times \text{Weight of the Criterion}$$

Response	Score	Minimum assessment criteria
No response	0	The bidder does not include the relevant information required in the bid document.
Very poor	1	The bidder submits <u>relevant</u> information but is either incomplete or <u>lacks significance</u> in addressing the expected response.
Poor	2	The bidder submits <u>relevant</u> information but is either incomplete or <u>somewhat lacking</u> in addressing the expected response.
Adequate	3	The bidder provides <u>sufficient information</u> as expected that addresses the required response adequately.
Very good	4	The bidder provides <u>more than sufficient</u> information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response.
Excellent	5	The bidder provides more than sufficient information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response. In addition, the bidder provides <u>innovative solutions and/or approach</u> to address the identified problem(s)

A bidder who scores less than 70 points will not be evaluated further for price and Specific Goals.

TERMS OF REFERENCE
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS
TRAININGS ALIGNED TO THE PROVINCIAL ECONOMIC SECTORS FOR A PERIOD
OF 3 YEARS (36 MONTHS)

1. BACKGROUND AND CONTEXT

There is a concern in South Africa about the economy and its ability to achieve the inclusive growth that will enable serious reductions in unemployment and poverty. Education and skills levels are a key enabler of economic growth. Highly skilled people create jobs and suitably skilled people can be absorbed into employment when jobs are created. Entrepreneurs also create jobs, particularly when the entrepreneurs are themselves skilled. Skilled people can become self-employed and form income generating entities that sustain livelihoods and expand to provide employment opportunities. In addition, in an environment of accelerating structural change in the economy, people with skills are more likely to be able to adapt to the changing needs of the economy and thereby remain in employment.

Currently, the South African labour market is characterised by low levels of education and skills. Many of those leaving formal education do so without adequate foundational education. Those entering the labour market with acceptable levels of education (Matric or a Bachelor degree for example, but also occupational qualifications at various NQF levels) are viewed by employers as not being adequately prepared for the world of work. The cause of this problem is twofold. First, problems within the schooling system mean that the foundational education base is low. Second, the skills system is not performing well. It is generally viewed as not providing the skills needed by the different economic sectors. A very large proportion of young people are now unemployed and not engaged in education or training and this is a major problem.

Many of these young people are in disadvantaged areas, including rural areas where opportunities are in any case limited. Both the education and training and the skills systems are failing the youth of this country. Even when access to education and training

opportunities are obtained, dropout rates at our education and training institutions and in vocational programmes remain high and throughput rates and work placements low. Whilst the reasons for this are complex and include socio-economic and historical challenges that are not the responsibility of the education and training system alone, there is general agreement that the education and training system could do better with the available resources.

The National Skills Fund (NSF) was originally set up as the main institution responsible for addressing the skills development needs of the informal economy and the unemployed. This was intended to complement the role of other government agencies and departments, such as the Department of Trade and Industry. In more recent years, many SETAs have taken on this developmental role.

The Mpumalanga Economic Growth and Development Plan (MEGDP) reveals that the majority of the population of Mpumalanga is the youth. This confirms that the province has a sizable labour pool, although the challenge is the skills factor. The MEGDP hopes to undertake a drive to skill this pool through reviving the FTE colleges and reform their curriculum to respond to the needs of the provincial economy. Some of the measures include utilising industry's facilities. The University, tertiary hospital, colleges of agriculture, and restructured MRTT all provide opportunities for skills development. The province plans to shift towards the knowledge economy.

The MEGDP suggests the need for incentive packages for companies operating in the province and those that seek to invest in Mpumalanga that employ/absorb/skill the local labour pool particularly youth and women.

The following are some of the sector specific HRD opportunities identified in the province;

- a. Agro - processing,
- b. Agro - products,
- c. Infrastructure Development,
- d. wood products,
- e. Tourism,
- f. SMME arts and crafts,
- g. Services (e.g., wholesale, banking, insurance, security, repair and maintenance, etc.),
- h. Stainless steel,
- i. Chemicals and chemical products
- j. Economic Indicators

Water reclamation environmental rehabilitation, animal /crop science and further opportunities include:

- The availability of SETA funding to drive skills development in the province e.g. through learnerships. Both the funding for capacity building and the required legislative framework exist.

The Province plans to position itself to benefit from these opportunities by implementing key skills development programmes around these areas. The HRD strategy takes into account these strategic demands and shapes the HRD model that best suits these demands. In addition, the National Skills Fund, (NSF), Innovation Fund (NRF), and SETA project funding initiatives are human resource development funding windows that have been identified and require equal levels of coherency focus and provincial coordination to maximise the gains for the province

The NKOMAZI SEZ provides an opportunity to change the economic landscape of the region by allowing communities members have their skills developed with an intention of providing job opportunities. This will assist to improve the skills of the Ehlanzeni's workforce (skills needs of industry / economic sectors) through a plan which will identify the scarce skills requirement for the district and advance measures to breed those skills

working hand in hand with industries especially the investors that have shown interests to invest in the NSEZ, which have identified specific skills to sustain their businesses.

This opportunity presented by the NSEZ investors is centered on sustainable human development paying special focus on the following:

- i. Artisan programs and technical skills development,
- ii. Building a critical mass of skills,
- iii. Entrepreneurial, SMME and Cooperative skills development
- iv. Trade skills and higher-level skills development for industry needs
- v. Emphasize skills development and certified training (work with industry to mentor & match skills with economic requirements)

NKOMAZI SEZ is also planning to assist communities within the Nkomazi Municipality, Ehlanzeni and the other municipality to benefit from these interventions and programmes.

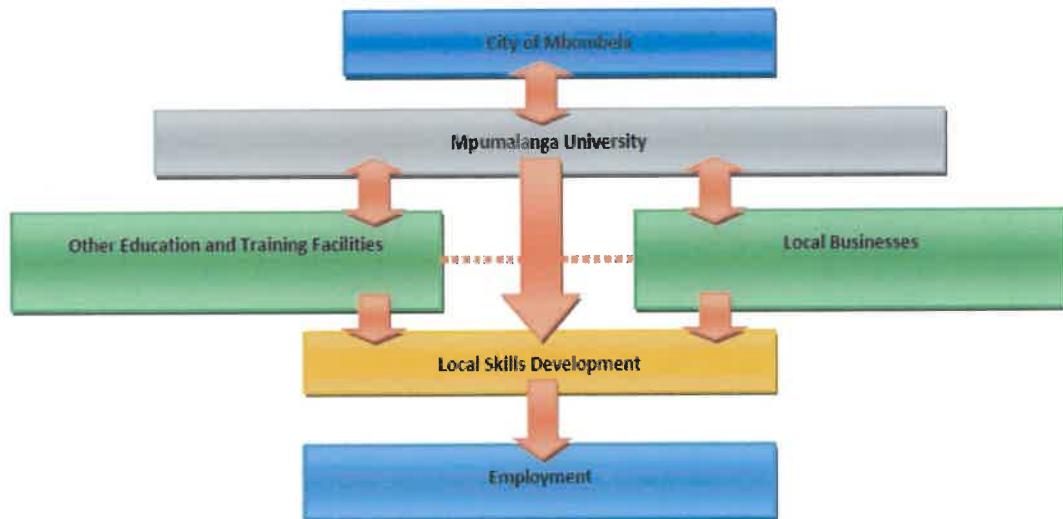
The District Municipality is a Category C municipality situated in the north-east of the Mpumalanga Province. It makes up just over a third of the province's geographical area. The district is comprised of four local municipalities: Bushbuckridge, City of Mbombela, Nkomazi and Thaba Chweu. The municipality covers an area of 27 896km².

Mbombela (previously Nelspruit) is the capital of Mpumalanga, situated in the City of Mbombela Local Municipality, which is also the home of the Mpumalanga Provincial Government and, as a result, is the most concentrated economic hub within the province.

It features three border gates to both Swaziland and Mozambique (Matsamo, Komatipoort and Mananga border gates) and, therefore, movement of people from neighbouring countries to the district, and from Gauteng to either Swaziland or Mozambique, creates a catalyst for the economic life of the area.

The district has the following Cities/Towns: Barberton, Emoyeni, Entokozweni, Graskop, Hazyview, Kaapschehoop, Kabokweni, Kanyamazane, Komatipoort, Luphisi, Lydenburg, Malalane, Marloth Park, Mashishing, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Pilgrim's Rest, Sabie, Sabie Park, Skukuza, Tekwane, White River.

Skills Development Framework for Ehlanzeni (IDP)



Provide a brief background and context of the proposal. This should include a description of key economic and social challenges the proposed project relates to (skills supply, employment trends, transformation issues etc.). Include details of sector opportunities, sector macro policies/strategies in place to support growth and employment creation.

As shown below, Ehlanzeni has the highest unemployment rate of the three districts in Mpumalanga. It also has the highest poverty rate.

The levels of inequality even up with Gert Sibande and the District average-but this is by no means acceptable. The skills development strategy is expected to respond to the high levels of inequality, poverty and the slow growth.

- **Economic Indicators**

INDICATOR	EHLANZENI	GERT SIBANDE	NKANGALA	MPUMALANGA
Growth rate	2%	1.5%	1%	2%
Unemployment rate	31.4%	26.2%	28.9%	32.3%
Poverty rate	47%	40%	36%	42%
Gini coefficient	0.61	0.61	0.60	0.61

Source: Community Survey (2016)

On comparative advantages, this strategy will consider skills gaps in agriculture, manufacturing (timber/forestry) mining and tourism, all of which form the comparative advantages of the District as illustrated below.

- **Three Districts' Comparative Advantages**

District Comparative advantages		
Ehlanzeni	Gert Sibande	Nkangala
Agriculture: Subtropical fruit and sugarcane	Manufacturing: petrochemical industry	Coal mining and electricity generation
Gold and Chrome mining	Agriculture: crop and livestock farming	Manufacturing: metals fabrication
Tourism: Scenic views	Coal mining and electricity generation	Tourism and agriculture: Trout triangle
Forestry	Forestry	Agriculture: crop and livestock farming

Stats SA 2016 (Community Survey)

Turning to Grant subsidies, poverty headcount and intensity of poverty, as shown in the following table, grants play a major role in supplementing the income of the District residents.

And while poverty head count has decreased slightly in the District between 2011 and 2016, the intensity has increased during the same period in the District as well as in all local municipalities.

2. PURPOSE

To establish a panel of credible service providers that will provide training services to NKOMAZI SEZ for various training and related professional interventions listed below for a period of 36 months as and when required.

2.1 Key Objectives

The objectives of the project are to skill/re-skill learners across the NKOMAZI SEZ depending on identified needs. The skilling involves the following:

- (a) Assist the Nkomazi SEZ to secure training funding from relevant SETAs.
- (b) Identify legitimate beneficiaries for enrolment into the programme assisted by the municipality.
- (c) Develop assessment criteria for the beneficiaries and facilitate recruitment to the programme.
- (d) Guide the assessment and approval processes that will facilitate the placement of beneficiaries to the programme.
- (e) Provide accredited training as expected by the Department of Higher Education and Training.
- (f) Secure workplace readiness for the intended beneficiaries upon conclusion of the programme, assisted by the municipality.
- (g) Conduct monitoring and site visits at all learners' workplaces.
- (h) Facilitate trade tests for learners according to tasks required for the relevant trade.
- (i) Develop a support mechanism for learners who are yet to become competent for absorption into the workplace.
- (j) Provide necessary aftercare services to beneficiaries and partners.
- Organisations**
- (k) Identify and manage project risks through all the project stages
- (l) Conduct ongoing stakeholder consultations.
- (m) Account for all project resources.

2.2 Contract Period

The contract will be for a period of 36 months (3 years).

2.3 Target group

NKOMAZI SEZ, SMMEs, Cooperatives, Unemployed Youth, Farmers and the general community of Nkomazi, Ehlanzeni and other municipalities depending of the needs identified.

2.4 Expected Deliverables

The accredited Skills Development Providers will be required to:

- Develop training roll out plan
- Comply with the accreditation requirements from the relevant ETQA body
- Attend and provide report/feedback to the Skills Development Facilitator
- Compile and submit required learner documents as per Nkomazi SEZ requirements and liaise with the Project Manager regarding submission of monthly and quarterly reports.
- Learner enrollments and certification in line with the National Learner Record Database (NLRD) requirements
- Completing of attendance registers for all the interventions engaged for
- Where accredited training is provided: conduct all formative and summative assessments and generate report
- Moderate assessments as per ETQA body requirements
- Regular meetings with NSEZ including Accounting Officer and CFO on progress of the project
- Conduct learner induction sessions and provide necessary support to learners in collaboration with NSEZ.
- Up-load learner enrollments and achievements on a learner management system (LMS) compliant to relevant SETA/NLRD specification.

- Contract management: provide NSEZ with the required compliant claiming documents as per the contract

Training provider must submit:

- 1 (One) Tender SBD documents submission and relevant copies.
- 1 (One) Technical proposal but indicating all the interventions applied for and standard roll out strategy(ies) for the chosen interventions.
- Where solicited interventions have an accreditation, only Skills Development Providers accredited to offer the listed qualifications will be considered.
- Are you accredited for any below qualification(s), if yes, please provide proof of valid Accreditation certificate or Letter. Failure to provide will result in disqualifications.
- Bidders will only be appointed for qualifications that they have applied for and/or are accredited for
- If new qualifications are introduced in the 36 Months, the NSEZ will allocate to the panel provided that the skill development provider is accredited to provide such qualification.
- Bidders are only required to tick/indicate the qualification that they are applying for (as accredited)
- Accreditation by the relevant SETA/QC preferably all of the following qualifications.

PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Project Leader		
Facilitator 1		
Facilitator 2		
Facilitator 3		
Facilitator 4		
Facilitator 5		
Facilitator 6		
Facilitator 7		
Facilitator 8		
Facilitator 9		
* Other		

* To be filled in by Tenderer – Attach CVs

Signed Date

Name Position

Tenderer

**SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER**

The following is a statement of **similar work** successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

*** To be filled in by Tenderer – Attach resource work for the company and
projects completed.**

Signed

Date

Name

Position

Tenderer

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed Date

Name Position

Tenderer

The tenderer shall submit a bank rating letter from their financial institution. The bank letter should be specific to this project and not older than 30 days. This will be assessed against Bank ratings as follows:

FINANCIAL REFERENCE	Bank Rating	Tendered Goal
Undoubted for the amount	A	5
Good for the amount	B	5
Adequate – Good for the amount strictly in accordance with business	C	5
Poor – Reasonable business risk	D	0
Inadequate and risky	E	0
Contractor's letter of intent from a registered financial institution of guarantor in the amount of 10% for surety	F	0

Authorisation to NKOMAZI SEZ to obtain reference from the financial institution

(If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner)

I/We hereby authorize the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of Bank	
Contact Person	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Telephone Number	
Account Number	
Account Type	

Signed

Date

Name

Position

Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS

Please note that this declaration must be completed by ALL bidders

1. I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:

- (i) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members. to any other municipality
- (ii) or Municipal Entity, are in arrears for more than three (3) months.

2. The following account/s of the bidding entity has reference:

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director / Shareholder / Partner	Municipal Account No.

(NB: If insufficient space above, please submit on a separate page.)

3. If no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason(s) for that in the space below by means of a tick next in the relevant block

Bidding entities who operate from informal settlements / rural community without formal services	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

*Attach to the relevant section of this tender a copy of the Lease Agreement together with proof of payment for services to a third party and a letter of clearance from the relevant Municipality with regards to the bidder's payment for municipal rates and taxes, relevant proof of that the bidder is operating from an informal settlement or rural community without formal services.

Signed at.....this.....day of..... 20... Name of Duly
Authorised

Signatory: (Please print)

.....

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

COMPETENCE ACHIEVEMENT SCHEDULE AND FUNCTIONALITY EVALUATION

Firstly, the assessment of quality will be done in terms of the evaluation criteria and the minimum threshold of **70** points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality.

NB: A standard roll-out plan (s) must be submitted for the selected interventions

- a) Bidders/Respondents must **score at least 70** points to be selected into the panel.
- b) The evaluation of service provider's responses will be evaluated in accordance with the criteria below.

Summary of evaluation criteria:

Item	Evaluation Criteria	Maximum Points
01	Project Plan (<i>Roll out/Implementation/Methodology</i>)	20
02	Service Provider experience (<i>Provide certified copies of appointment letters or purchase orders not later than five years and each appointment letter or purchase order will be allocated five (5) points</i>)	30
03	Company Profile (<i>National Track Records, Organizational Organogram indicating the team including Administrators and References</i>)	10
04	Human Resource Capacity (<i>Provide CVs of key personnel and their academic qualifications – The project leader or manager must have a postgraduate qualification and all academic certificate must be certified to be eligible for point scoring</i>)	35
05	Financial Reference and Capacity (<i>Provide a banking rate issued by a commercial bank and any rating above “C” will be allocated maximum of points</i>)	5
Total		100

3.TECHNICAL EVALUATION CRITERIA

Subject/Category	Criteria	Points
	Roll Out/Implementation Plan	Maximum 20 Points
1.Project Plan	<p>a. Background and Context:</p> <ul style="list-style-type: none"> - Bidder/s must provide a brief background and context of the proposal. - Project objectives and target beneficiaries. <p>b. Bidder/s must provide detailed approach in which the project will be implemented under these three phases/milestones 1) Planning 2) Execution and 3) Closure and therefore, the project roll-out /Implementation plan must include:</p> <p>c. Deliverables at each phase, in sequential order</p> <ul style="list-style-type: none"> i. Timeframe required to achieve the deliverables ii. Approach towards Training Facilitation/Assessment/ Moderation/Evaluation and Gap training in the case of RPL, Trade Testing for Apprenticeship/Artisan. iii. Availability of Learning, Training and Assessment Materials. iv. Stakeholders Analysis and Management v. Risks and Constraints vi. Monitoring and Reporting of the project vii. Project Closure/Statement of Results/Certification and (Exit Strategy and or Sustainability for learners) 	

Scoring:

Description	Points
Information on roll- out/implementation plan not provided/Irrelevant information/not detailed as per above	0
Bidder/s has provided basic information on roll- out/implementation plan (<i>Basic refers to: Bidder has provided items between 1-4 of the roll-out/implementation plan as per above</i>)	5
Bidder/s has provided partial/sufficient information on roll-out/implementation plan (<i>Partial information refers to: Bidder has only provided between 5 to 8 of the of the roll- out/implementation plan as per above.</i>)	10
Bidder/s has provided a comprehensive and detailed information on roll- out/implementation plan (<i>Comprehensive and detailed information refers to bidders has provided all nine (9) items of the roll-out/implementation plan as per above.</i>)	20

2. Company Profile	Track Records and References	Maximum 10 Points								
	<p>d. Track Record</p> <p>e. Bidder/s must provide company profile detailing previously completed projects relating to the interventions they have applied for, or previously related projects completed, names of companies, duration of the projects, results and successes achieved in terms of completion.</p> <p>i. The bidder without track record, must submit a joint venture memorandum of agreement with an experienced SDP in the qualification applied; provide the track record of the joint venture partner; and submit their accreditation letter of the qualification applied.</p>									
<p><i>Scoring:</i></p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>None submission of the required organogram and profile and demonstrating previous completed projects</td><td>0</td></tr> <tr> <td>Bidder submitted company profile where they completed minimum of two projects</td><td>5</td></tr> <tr> <td>Bidder submitted company profile with organogram indicating where they completed minimum of three projects</td><td>10</td></tr> </tbody> </table>			Description	Points	None submission of the required organogram and profile and demonstrating previous completed projects	0	Bidder submitted company profile where they completed minimum of two projects	5	Bidder submitted company profile with organogram indicating where they completed minimum of three projects	10
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Bidder submitted company profile with organogram indicating where they completed minimum of three projects	10									
<p>f. Reference</p> <p>Bidders must attach certified copies of reference letters.</p> <p>The bidder must provide three (3) references of similar work done in a municipality in the past three (3) years (<i>Reference letters are deemed valid when they are for the work done in the past three (03) years and are for the projects listed on the company profile as per criteria above</i>)</p>										
<p><i>Scoring:</i></p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>None submission or submission of contactable reference letters with irrelevant experience</td><td>0</td></tr> <tr> <td>Bidder has submitted between 1- 2 valid contactable references letters in training service in local government.</td><td>10</td></tr> </tbody> </table>		Description	Points	None submission or submission of contactable reference letters with irrelevant experience	0	Bidder has submitted between 1- 2 valid contactable references letters in training service in local government.	10			
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None submission or submission of contactable reference letters with irrelevant experience	0									
Bidder has submitted between 1- 2 valid contactable references letters in training service in local government.	10									

	Bidder has submitted 3 or more valid contactable references letters in training service in local government.	20																
3. Service Provider Experience	Service Provider relevant experience Provide certified copies of appointment letters or certified copies of purchase orders for the past five years and certified copies of reference for the past five years in local government sector (municipalities or municipal entities) and each appointment letter or purchase order will be allocated three (3) points and reference letter will be allocated (2) points.		Maximum 30 Points															
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maybe be requested upon appointment.

iii. Curriculum Vitae (CV) of the ETD Practitioners with at least 5 years' experience for the interventions applied for.

Scoring:

Description	Points
List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years	0
Bidder/s has provided partial information on ETD practitioners, CVs/Profiles and Accreditations with less than a Master's Degree. <i>(Partial refers to bidders who only list the names of practitioners but did not submit CVs/profiles, Accreditations and experience is between one (1) to four (4) years' experience.</i>	5
Bidder/s has provided a comprehensive and detailed information on all required ETD practitioners, with a Master's Degree and Proven 5 Years' experience in the Interventions applied for.	10

b. Three Facilitators/ETD Practitioners with Bachelor's Degrees and SETA/Professional Body Accreditations

- i. List of 3 ETD Practitioners with 5 years' experience, Registered Assessors/Registered Moderators and Mentors for the qualifications applied for
- ii. ETD Practitioners must have a relevant Bachelor's Degree in line with interventions applied for. Practitioners' CVs and accreditations with relevant SETA/professional bodies must be submitted as proof. Certified copies of academic qualifications maybe be requested upon appointment.
- iii. Curriculum Vitae (CV) of the ETD Practitioners with at least 5 years' experience for the interventions applied for.

	Description	Points	
	List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years	0	
	Bidder/s has provided partial information on ETD practitioners, CVs/Profiles and Accreditations with less than a Bachelor's Degree. <i>(Partial refers to bidders who only list the names of practitioners but did not submit CVs/profiles, Accreditations and experience is between one (1) to four (4) years' experience</i>	5	
	Bidder/s has provided a comprehensive and detailed information on all required ETD practitioners, with Bachelors' Degrees and Proven 5 Years' experience in the interventions applied for	10	
5. Financial Reference	Bank rating of "C" and above allocated maximum point of 5 and less than "C" no points to be allocated.	Maximum points 5	
	<ul style="list-style-type: none"> NKOMAZI SEZ might conduct physical verification and assessment to all bidders who score 70 points and more to ensure Infrastructure, Systems and Materials are readily available to deliver Learning as outlined in the scope of work. Only proposals meeting the Stipulated Minimum Threshold of 70 points for Phase 1 of the Functionality Evaluation will be considered for due diligence and short listing to the Panel. 		

Signed Date

Name Position

Tenderer

PRICING INSTRUCTIONS

- PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.
- BIDDERS MUST COMPLETE THE SECTION “NON-FIRM PRICES SUBJECT TO ESCALATION” IF APPLICABLE AND/OR THE SECTION “PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS” IF APPLICABLE. WHERE NEITHER OF THESE SECTIONS ARE COMPLETED, THE UNIT PRICES ARE DEEMED “FIRM UNIT PRICING”
- IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.
- PRICE QUOTED IS FULLY INCLUSIVE OF ALL COSTS INCLUDING DELIVERY TO THE SPECIFIED NKOMAZI SEZ AND INCLUDES VALUE-ADDED TAX, PAY AS YOU EARN, INCOME TAX, UNEMPLOYMENT INSURANCE FUND CONTRIBUTIONS, AND SKILLS DEVELOPMENT LEVIES.
- DETAILED INFORMATION I.E. COSTED BILL OF QUANTITIES IS OPTIONAL AND IS PROVIDED AS ANNEXURE TO THE DETAILS PROVIDED.
- THE NKOMAZI SEZ ACCEPTS NO CHANGES, EXTENSIONS, OR ADDITIONAL AD HOC COSTS TO THE PRICING CONDITIONS OF THE CONTRACT ONCE BOTH PARTIES HAVE SIGNED THE CONTRACT.
- THE AMOUNT SHOULD BE INCLUSIVE OF RATES AND TAXES

- SCHEDULE OF PRICES SHALL BE COMPLETED AND SIGNED IN BLACK INK. CORRECTIONS MUST BE DONE BY DELETING, REWRITING AND INITIALING NEXT TO THE AMENDMENT. NO CORRECTION INK IS PERMITTED IN THE DOCUMENT.
- GUARANTEES, WARRANTIES AND REPLACEMENT MUST BE INCLUDED
- PRICING IS SUBJECT TO THE ADDITION OF PREFERENCE POINTS AS STIPULATED IN BELOW – STANDARD BIDDING DOCUMENT 6.1 PREFERENCE CLAIM FORM.
- WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)
- THE NKOMAZI SEZ UTILIZES THE FOLLOWING PRICE MODEL TO MODEL THE ELEMENTS THAT ARE NOT CERTAIN AT TIME OF PRICING TO ALLOW FOR A FAIR, COMPARABLE, AND OBJECTIVE PRICE COMPETITION LEADING TO THE AWARD OF THIS CONTRACT. THE ACTUAL USAGE DURING THE MANAGEMENT OF THE CONTRACT DETERMINES THE FINAL CONTRACT VALUE.
- BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)
- FOREIGN EXCHANGE RISK IS FOR THE ACCOUNT OF THE BIDDER

BILLS OF QUANTITIES

The cost per learner according to each programme must be an inclusive rate comprising the following components:

- Course material
- Training
- Assessment
- Moderation, and
- Certification

Qualification Level	Quantit y	Cost Per Head	Cost Per Head
		VAT Excl	Vat Incl
NQF Level 1	1		
NQF Level 2	1		
NQF Level 3	1		
NQF Level 4	1		
NQF Level 5	1		
NQF Level 6	1		
SUB-TOTAL			
VAT @ 15%			
TOTAL COST			

4. CONFIDENTIALITY

This RFP and all information in connection therewith shall be held in strict confidence by interested parties, and usage of such information shall be limited to the preparation of the RFP.

5. APPOINTMENT OF A PREFERRED BIDDER(S)

Subject to the provisions of the NKOMAZI SEZ Supply Chain Management Policy, NKOMAZI SEZ reserves the right to:

- Appoint one or more bidder(s) to provide the required service
- Where applicable, negotiate the final fee with the preferred bidder(s)

6. BID VALIDITY PERIOD

The bid is valid for 90 days

7. ENQUIRIES

Enquiries related to this RFP may be addressed via email on or before **06 February 2026** and the time as indicated below:

All Supply Chain Management enquiries must be directed to:

Ms BN Mahlalela
Nkomazi SEZ
Supply Chain Management Unit:
SCM@mega.gov.za

8. CLOSING DATE AND TIME

Time: 12h00 pm South African

Date: 16 February 2026

9. COMMUNICATION OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS

The result of this bid will be advertised in the Mpumalanga Tender Bulletin. Unsuccessful bidders to consider their bids as unsuccessful as per the advertised results on the Mpumalanga Tender Bulletin.

10. METHOD AND PLACE OF SUBMISSION

All the Bid documents together with the supporting documents must be submitted on a sealed envelope, marked with the Name of bidder, Bid number, Bid description, and closing date, and be deposited in the tender box as per the closing date and time per bid above. The address is as follows:

MEGA OFFICES
Supply Chain Management Unit
Mega Riverside Office
02 Eastern Blvd
Riverside Mall,
1200

All bidders are requested to submit the documents in two [2] formats, namely, one [1] original hard copy and one [1] soft copy (memory stick).

11. CONDITION OF THE BID

An Engagement Letter will be signed before work commences.

The proposed key staff members must participate actively and be available to perform services under a signed Service Level Agreement (SLA) and the engagement letter. In instances where a proposed key staff member is not available to perform services at a specific period, the bidder will be responsible for providing a replacement with similar or equivalent qualifications and experience in order to guarantee the same standard of work as the **NKOMAZI SEZ**. Each team member's role must be clearly outlined in the project plan.

- a. **NKOMAZI SEZ** reserves the right to vet all qualifications and other documentation provided by the service provider to prove relevant qualifications, experience, and expertise before the acceptance of the service provider's approval.
- b. Copyright and intellectual property rights to all documentation, reports, etc. that emanate from this assignment will be vested with **NKOMAZI SEZ**.
- c. This project and all contracts emanating will be subject to the General Conditions of Contract issued under Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to those of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- d. NKOMAZI SEZ has the right to conduct supplier due diligence before the final award or at any time during the contract period.
- e. The service provider must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- f. The award of this project may be subject to price negotiation
- g. This project is subject to the PP Regulations 2022 and preference will be given to respondents who comply with the NKOMAZI SEZ's Procurement Policy and Procedures.

SECTION 2: RESPONDENT INFORMATION

SECTION 2: RESPONDENT INFORMATION

(To be completed by Respondent)

Respondent Information

1. Name of company: _____

2. Company registration number: _____

3. Address of company:
Postal Address: _____ Street Address: _____

Company's internet address: _____

4. Contact person:
Name: _____
Designation: _____
Telephone number: _____
Fax number: _____

5. Names of the directors of your company:

Name: _____	Designation: _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Total number of Employees: _____

7. Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflects the capability of:

Company name _____

Signature _____

Date _____

Name _____

This BID is signed in my capacity as: _____

LOCALITY OF CONTRACTOR'S OFFICES

The Tenderer should clearly indicate the locality of his office and attach proof to this page of the locality.

COMPANY INFORMATION:

HEAD OFFICE		
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:		
Postal address		
Telephone no.		E-mail
If subsidiary company- state name of holding company		

DETAILS OF BRANCH OFFICES:

BRANCH OFFICE (The office submitting the bid)		
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:		
Postal address		
Telephone no.		E-mail
If subsidiary company- state name of holding company		

SIGNED: _____

DATE: _____

NAME: _____

POSITION: _____

TENDERER: _____

SECTION 3: TERMS AND CONDITIONS

SECTION 3: TERMS AND CONDITIONS

(To be read very carefully by respondent)

Standard Conditions for Request for Proposals

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The expressions defined below shall have the meaning hereby assigned to them unless inconsistent with the context of a particular proposal, agreement, contract, or order.

1.1.1 “Entity”: Nkomazi Special Economic Zone

1.1.2 “Closing date”: the date and hour specified in the document

2. REQUEST FOR PROPOSAL INVITATION

2.1 Request for Proposal Preparation

All costs in the preparation, presentation, and demonstration will be on account of the interested parties. All supporting documentation and manuals submitted in response to this request for proposal(s) will become “company’s” property unless otherwise stated by the interested parties at the time of submission.

2.2 Confidentiality

The information obtained through this request for proposal(s) will be regarded as confidential; however, NKOMAZI SEZ does not accept liability for any information that may become public.

2.4 Samples

Interested parties may, as part of their response, submit samples, brochures, or documentation of the products supplied by the interested parties. Samples, brochures (printed and digital) and documentation submitted will be returned to the interested parties only on request.

3. REQUEST FOR PROPOSALS

3.1 Document requiring completion and return

Interested parties must complete and submit the following documents as part of their response:

- a. Prescribed request for proposal documents
- b. Completed and signed SBD documents (SBD1, 4,6,1)
- c. General conditions of contract
- d. Any information required in the request for proposal

3.2 Amendment of documents by NKOMAZI SEZ

NKOMAZI SEZ may, at any time before the deadline for lodging the request for proposal(s), amend the documents or extend the time for lodging documents by writing to the prospective Interested parties. (Any amendments under this clause will become part of the request for proposal(s)).

4. PREPARATION OF REQUEST FOR PROPOSAL(S)

4.1 Language of documents

The request for Proposal and all correspondence and documents related to the request for proposal(s) exchanged by the interested parties and NKOMAZI SEZ shall be written in English.

5. SUBMISSION OF REQUESTS FOR PROPOSAL(S)

5.1 Address and marking of requests for proposal(s)

All requests for Proposals must be:

- a) Enclosed in a plain envelope or wrapping marked with the request for proposal(s) number specified on the document.

- b) Lodged to ensure that they are received not later than the closing time and date specified for their receipt by directives issued with the document.

5.2 Number of copies required

The interested parties must submit 1 original copy and 1 soft copy (memory stick).

5.3 Closing date

All requests for proposal(s) close on the date and time indicated in the document.

5.4 Late submissions

Requests for proposals are late if they are received at the address indicated in the document after closing time and date. NKOMAZI SEZ will not consider any late request for proposal (s).

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

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)
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	<p>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.</p> <p>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.</p> <p>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:</p> <p style="margin-left: 20px;">(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</p> <p style="margin-left: 20px;">(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

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

Js General Conditions of Contract (revised July 2010)

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 **Blinder's Declaration:**
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.

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, in (name).....
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.

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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**

a) The applicable preference point system for this tender is the **80/20** 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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	4
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:

80/20	or	90/10
--------------	-----------	--------------

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

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 PROCUREMENT

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

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

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,

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)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	N/A	4	N/A	

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 proprietor
- 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:

ADDRESS:

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