

## SCMU5-25/26-0043

**TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS  
LEARNERS FOR A PERIOD OF ONE (1) YEAR.**

**Name of bidder** \_\_\_\_\_

**Bidder's CSD registration no.** \_\_\_\_\_

**Closing date and time: 19 August 2025 at 11:00 am**

**Bid Validity Period: 120 days**

**ENQUIRIES:**

**SUPPLY CHAIN MANAGEMENT**

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

QHASANA BUILDING

PRIVATE BAG X 0022

BHISHO

**SCM RELATED ENQUIRIES**

Email Address: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za)

**(Please note it is recommended to use  
email for any enquiries)**

**TECHNICAL ENQUIRES**

Enquiries: Mr. Xolani Msadu

Tell no: 040 602 4408

Email Address: [xolani.msadu@ecdpw.gov.za](mailto:xolani.msadu@ecdpw.gov.za)

**(Please note It is recommended use email  
for any enquiries)**

**Fraud, Complaints & Tender Abuse Hotline  
0800 701 701 (toll free number)**



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK &amp; INFRASTRUCTURE</b>					
BID NUMBER:	SCMU5-25/26-0043	CLOSING DATE:	19 August 2025	CLOSING TIME:	11H00
DESCRIPTION	<b>TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS LEARNERS FOR A PERIOD OF ONE (1) YEAR.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BISHO					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM		CONTACT PERSON	Mr. Xolani Msadu	
TELEPHONE NUMBER			TELEPHONE NUMBER	040 602 4408	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:xolani.msadu@ecdpw.gov.za">xolani.msadu@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
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 SEPACOST 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."

**For ease of reference, Bidders shall enter their Price in the space provided below:**

**APTCOD PER TRADE**

No.	ITEM REQUIRED	TOTAL AMOUNT (amount in figures)	TOTAL AMOUNT (amount in words)
1.	Bricklaying	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
2.	Carpentry	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
3.	Plumbing	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
4.	Electrical	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

5	Welding <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
6	Mechanical <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
7	Painting <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

#### NYS/PRESTIGE/BMP/MSME SKILLS PROGRAMMES

	ITEM REQUIRED	TOTAL AMOUNT (amount in figures)	TOTAL AMOUNT (amount in words)
1	Erect and maintain wire fencing <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
2	National Certificate: Construction: Installation of Floor Coverings <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
3	Basic End user computing <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
4	Bricklayer's assistant <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
5	Domestic Refrigeration Repairer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
6	Domestic Water and Drainage repairer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
7	General Residential Repairer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

8	Hot and cold water Systems installer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
9	Leaning and Development Facilitator <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
10	Major Domestic Appliance repairer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
11	New Venture creation <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
12	Wheel balancer <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
13	Work based learning and development practitioner <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
14	Tiling <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
15	Carpentry <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
16	Painting <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
17	Bricklaying <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
18	Plumbing <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

19	Paving <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
20	Assessor <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
21	Moderator <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
22	Facilitator <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
23	Learning support practitioner <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
24	Training material development <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
25	Training administrator <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
26	Cabinet Making <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
27	Upholstery <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
28	Construction Health and Safety <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
29	Construction Raw material mixing and processing <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

30	Construction material production operations <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
31	Basic landscaping <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)
32	Planting of grass, trees and flowers <b>TOTAL AMOUNT</b>	R..... (Carried over from SBD 3.1)	..... ..... ..... (Carried over from SBD 3.1)

- (1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
- (2) Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
- (3) Failure to sign this bid automatically invalidated the bid.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**BID NOTICE**  
**SCMU5-25/26-0043**  
**TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS**  
**LEARNERS FOR A PERIOD OF ONE (1) YEAR.**

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) from **18 July 2025**.

A **non-compulsory** pre-tender briefing meeting will be held virtually on the **30 July 2025 at 10h00, Ms Teams** prospective bidders are invited to attend this briefing meeting.

Please find link: [Join the meeting now](#)

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box not later than **11h00** on the **19<sup>th</sup> of August 2025**.

Physical Address of Bid Box: Department of Public Works, Qhasana Building, Ground floor, Bhisho

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box

**A. BID EVALUATION**

**This bid will be evaluated in Three (3) phases as follows:**

Phase One: Administrative Compliance,

Phase Two: Functionality

Phase Three: Bidders passing all stages above will be evaluated on PPPFA and PPR 2022 on the 80/20 principle

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS AND PPR 2022 WILL BE APPLIED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Specific goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

**1. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

The minimum specifications, bid evaluation criteria and other special conditions of bid and rules are detailed in the bid document.

- 1. SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1. of SBD4**
- The department intend to award this bid to highest point score/s per trade (for APTCOD) and per skills programmes (NYS, MSME, BMP, PRESTIGE) unless circumstances justify otherwise.



3. A bidder has a choice to bid for one or more trade (for APTCOD) and skills programmes (NYS, MSME, BMP, PRESTIGE) provided they have the required accreditation.
4. A bidder reserves the right not to quote for all trade (for APTCOD) and skills programmes (NYS, MSME, BMP, PRESTIGE).
5. Bidders failing to tender for all categories in a trade (APTCOD) will not be considered
6. The short skills programmes will be implemented across all DPWI districts depending on the numbers per district. If the numbers are too low, the training will be combined and centralised to the nearest venue. The department will be responsible for the venue, catering and travelling of the learners for Skills programme and Catering and Travelling for APTCOD).
7. Bidders must score points in each criteria (Capacity, Experience, Technical) of the phase 2 Functionality.
8. The bid will be valid for a period of 120 days after the closing date.

**B. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked “**SCMU5-25/26-0043: TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS LEARNERS FOR A PERIOD OF ONE (1) YEAR.**”

**C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

**SCM SPECIFIC ENQUIRIES:**

Email Address: [supply.chain@ecdpcw.gov.za](mailto:supply.chain@ecdpcw.gov.za).

Tel no: 040-602 4563/4000

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Mr. Xolani Msadu

Tell no: 040 602 4408

Email Address: [xolani.msadu@ecdpcw.gov.za](mailto:xolani.msadu@ecdpcw.gov.za)

**(Please note It is recommended us email for any enquiries)**

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**

## SPECIAL CONDITIONS OF BID

### 1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

### 2. EXTENT OF BID

This contract is for the Term Contract for Training of Prestige, MSME, APTCOD and NYS Learners for a period of One (1) year.

### 3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### 4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### 5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

### 6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

### 7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **120 days** from the closing date as stipulated in the bid document.

### 8. PENALTY PROVISION AND WITHDRAWAL

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
  - [b] The difference between the original accepted Bid price (inclusive of escalation) and:
    - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
    - [ii] A new Bid price (inclusive of escalation).
- 8.2** Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.
- 8.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.
- 9. BRAND NAMES**  
Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.
- 10. VALUE ADDED TAX**  
In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.
- 11. CONTRACTUAL PRICE ADJUSTMENTS**  
Bidders are required to submit their proposal based on the current rate of Exchange (ROE). negotiations will be made with the awarded bidder to adjust their pricing to align with the exchange rate on time of award.
- 12. AUTHORITY TO SIGN BID DOCUMENTS**
- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
  - b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
  - c) No authority to sign is required from a company or close corporation or partnership which has only one director or member.
  - d) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
  - e) If the document is signed by one of the directors, Resolution to sign is not required to be completed.
- 13. CONTRACT PERIOD**
- a) The contract period is **twelve (12 months)** from the contract start date as would be agreed upon.

- b) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- c) The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- d) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance but will give written reasons for such action upon receiving a written request to do so.
- e) the Department will sign a crepitate agreement (between the service provider and the distributor which will remain valid for the warranty period. The agreement must be signed together with the acceptance of the award.

**14. DELIVERY PERIODS**

Delivery periods (where applicable) must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. DISPUTES OR LIABILITIES**

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

**16. CLOSING DATE / SUBMITTING OF BIDS**

- 16.1 Bids must be submitted in sealed envelopes clearly marked: **SCMU5-25/26-0043 TERM CONTRACT OF 1 (ONE) YEAR, TO TRAIN PRESTIGE, MSME, APTCOD AND NYS IN ECDPWI PROGRAMMES.**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Department of Public Works & Infrastructure, Qhasana Building, Ground floor, Bhisho not later than **11h00 on 19 August 2025.**

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

**17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

- 17.1.1 The Bid will be awarded to the bidder who scores the highest PPPFA points: However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b).

**18. PAYMENT FOR SERVICES RENDERED**

Payment will be accordance to the General Conditions of Contract.

**19. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS**

- 19.1. A contract may be awarded to a tenderer that did not score the highest points subject to a risk assessment.

**20. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **21. COMMUNICATION**

- 21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the above-mentioned email addresses.
- 21.2 The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 21.3 Any communication to an official or a person acting in an advisory capacity for the Department of Public Works in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 21.4 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department of Public Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 21.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department of Public Works (other than minor clerical matters), the Bidder(s) must promptly notify the Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
- 21.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 21.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **22. SUPPLIER DUE DILIGENCE**

The Department of Public Works & Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period or visits/In loco Inspection (if applicable).

## **23. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department of Public Works & Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **24. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department of Public Works & Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of

all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department of Public Works & Infrastructure harmless from any and all such costs which the Department of Public Works & Infrastructure may incur and for any damages or losses the Department of Public Works & Infrastructure may suffer.

**25. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**26. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The Department of Public Works & Infrastructure shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**27. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant

**28. REGISTRATION AS A VAT-VENDOR**

28.1 Non-VAT vendors do not have to include VAT in their bid prices, however

28.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

28.3 The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

**29. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

**30. GENERAL BID RULES**

- a) The bid document shall be completed and signed
- b) The Department of Public Works & Infrastructure Supply Chain Management Policy will apply.
- c) The Department of Public Works & Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- d) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- e) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- g) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

### **31. CONTRACT VARIATIONS, EXPANSIONS, AMENDMENTS OR MODIFICATIONS**

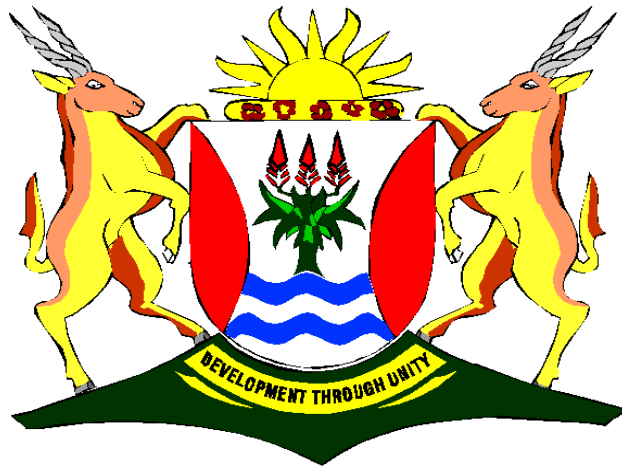
- 31.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced, the Department reserves the right to approach the contracted service provider to reduce or increase the contracted quantities.
- 31.2 Bidders are required to submit their proposal based on the current COST of Exchange (ROE) on the time of the advert. negotiations will be made with the awarded bidder to adjust their pricing to align with the exchange COST on time of award.

### **32. OTHER CONDITIONS OF BID**

- 32.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award.
- 32.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- 32.3 Valid registration as a VAT Vendor within 21 days upon receipt of appointment letter
- 32.4 The Department will contract with the successful bidder by signing a formal contract after all suspensive conditions has been met.
- 32.5 The successful Bidder will be subjected to a company screening.
- 32.6 The bidder must attach proof of accreditation by the delegated authorization body.
- 32.7 The Department intends to award this bid per trade (APTCOD) and per skills programme (NYS, PRESTIGE, MSME and BMP)
- 32.8 **Please note that the companies must put prices on trades or skills programmes applied for.**
- 32.9 Annexure A should be completed and signed.

# **TERMS OF REFERENCE/ SPECIFICATION**

## **Eastern Cape Provincial Government Public Works & Infrastructure**



**BID NUMBER: SCMU5-25/26-0043**

### **SPECIFICATION/TERMS OF REFERENCE**

**TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS  
LEARNERS FOR A PERIOD OF ONE (1) YEAR.**



## **1. BACKGROUND**

- 1.1.** The APTCOD and NYS programmes within the Innovation and Empowerment Directorate of DPWI, is responsible for identifying and securing tangible exit opportunities for unemployed previously disadvantaged individuals, linked to employment and enterprise development, as well as for providing the relevant skills development interventions required to transition them into these confirmed exit opportunities. The APTCOD and NYS programmes has, since its inception produced qualified artisans across the Eastern Cape province.
- 1.2.** The Prestige programme is for beneficiaries who are employed through the EPWP programme to provides maintenance to Prestige houses of the department. The Department then trains these beneficiaries in short skills related to basic gardening, landscaping and cleaning.
- 1.3.** The BMP is for beneficiaries who are employed through the EPWP programme and are responsible for maintenance of departmental buildings. The department trains BMP on maintenance related skills programmes.
- 1.4.** Learning programmes to be implemented are occupational qualifications and skills programmes, that cut across, amongst others, the following economic sectors:
  - Construction & Engineering;
  - Finance, Real Estate & Business Services;
  - Energy & Water;
  - Education & Training;
  - Health, Safety & Security; Agriculture
  - Hospitality, Tourism & Manufacturing; Information Technology & Media;
- 1.5.** The newly proposed strategy to provide skills programmes for all EPWP programmes requires more capacity and therefore the contract will be open to training providers from other provinces. This will ensure that the programme provide all the planned skills programmes without a shortage of accredited providers.
- 1.6.** The appointed training providers will include private, non-profit and non-government organization (NGO) training providers, who hold the necessary accreditations to implement the required learning programmes and have the capacity to train the required numbers of beneficiaries.

## **2. OBJECTIVES**

- 2.1.** The Department Public Works and Infrastructure is therefore seeking to appoint accredited training providers to train APTCOD (Artisan development), NYS

(Skills programmes), PRESTIGE (skills programmes), BMP (skills programmes) and MSMEs (skills programmes) for a period of one year to:

- 2.1.1.** Conceptualize, develop and deliver skills development interventions required to prepare NYS participants for either employment, business or RPL for entry to artisan development programme.
- 2.1.2.** Prepare and package skills programmes for Prestige, BMP and MSMEs.
- 2.1.3.** Package occupational qualifications for across the economic sectors represented by the Quality Council for Trades and Occupations (QCTO) and the Sector Education and Training Authorities (SETAs), which are:
  - Agriculture Sector Education & Training Authority (AGRISETA)
  - Construction Education & Training Authority (CETA)
  - Chemical Industries Education & Training Authority (CHIETA)
  - Energy and Water Sector Education & Training Authority (EWSETA)
  - Education Training and Development Practices Sector Education & Training Authority (ETDPSETA)
  - Fibre, Processing and Manufacturing Sector Education & Training Authority (FP&MSETA)
  - Financial and Accounting Services Sector Education & Training Authority (FASSET)
  - Health and Welfare Sector Education & Training Authority (HWSETA)
  - Local Government Sector Education & Training Authority (LGSETA)
  - Media, Advertising, Information and Communication Technologies Sector Education & Training Authority (MICTSETA)
  - Manufacturing, Engineering and Related Services Sector Education & Training Authority (MERSETA)
  - Public Service Sector Education & Training Authority (PSETA)
  - Safety and Security Sector Education & Training Authority (SASSETA)
  - Services Sector Education & Training Authority (SERVICES SETA)
  - Transport Education & Training Authority (TETA)
- 2.1.4.** Appointed training providers will be expected to consider exited APTCOD artisans, who meet the recruitment and selection requirements, for utilisation in the implementation of awarded training projects, e.g., project management, mentorship, facilitation, administration, etc. This will be a contribution of the appointed training providers towards the development and capacitation of participants already skilled through the APTCOD and NYS programmes.
- 2.1.5.** The skills programmes will be implemented across all DPWI districts depending on the numbers per district. If the numbers are too low, the training will be combined and centralised to the nearest venue. The department will be responsible for the venue and catering.

### **3. SCOPE OF WORK**

The appointed accredited training providers will be expected to:

- i. Have the required accreditation to deliver the specific training interventions, and provide proof of such accreditation;
- ii. In the case of a training provider having accreditation in multiple fields of training, the proof of accreditation must be provided for each field of training;
- iii. Provide learning materials and issue learners with relevant training manuals printed in English. (The manuals will be distributed to learners during the induction session of the relevant learning programme);
- iv. Develop an appropriate training implementation plan;
- v. Provide, administer and submit accurate learner attendance registers;
- vi. Conduct learner induction programmes;
- vii. Provide the required training facilities (conducive to learning) and equipment (including tool kits and Personal Protective Equipment, where required) to deliver the learning programme;
- viii. Deliver the learning programme (implement structured theoretical and practical training);
- ix. Facilitate and interpret training in a preferred local language, to enhance the comprehension of learners of the curriculum content, if the need arises;
- x. Be responsible for the transport and accommodation of their facilitators, assessors and moderators in relation to the delivery of training and implementation of assessments and monitoring of the learning programme;
- xi. Secure work-placement for structured workplace training [only in the case of full qualifications);
- xii. Monitor the implementation of the learning programme;
- xiii. Conduct prescribed assessments (as specified by learning programme requirements);
- xiv. Conduct prescribed moderations,
- xv. Ensure external SETA and QCTO verifications;
- xvi. Manage learner conduct while the participants are undergoing all aspects of their training;
- xvii. Submit training progress reports (e.g. weekly, monthly, or quarterly, depending on the duration of the training) and close-out reports)
- xviii. Provide learners with certificates of competence or completion, once the training has been completed and in cases where certification delays, statements of results should be provided)
- xix. Sign a learning programme specific contract with Standard Terms and Conditions with DPWI, if successfully appointed to implement training.

#### **4. SPECIFICATION/TERMS OF REFERENCE**

##### **4.1. APTCOD training providers should have the following accreditations:**

<b>No</b>	<b>SAQA ID</b>	<b>LEARNING PROGRAMME NAME</b>	<b>NQF LEVEL</b>	<b>DELEGATED AUTHORITY</b>
1	93627	Occupational Certificate: Bricklayer	4	CETA/QCTO
2	94022	Occupational Certificate: Carpenter	4	CETA/QCTO

No	SAQA ID	LEARNING PROGRAMME NAME	NQF LEVEL	DELEGATED AUTHORITY
3	91782	Occupational Certificate: Plumber	4	CETA/QCTO
4	91761	Occupational Certificate: Electrician	4	CETA/LGSETA/ESETA/QCTO
5	94100	Occupational Certificate: Welder	4	CHIETA / MerSETA/QCTO
6	97592	Occupational Certificate: Diesel Mechanic	4	MERSETA
7	112832	Occupational Certificate: Painter	4	CHIETA /QCTO

#### 4.1.1. APTCOD Training will be rolled out in the following sequence.

- A. **BASIC TRAINING/TRAINING:**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.
- B. **ARPL:**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.
- C. **GAP CLOSER:**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.
- D. **PRE-TRADE TEST:**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.
- E. **TRADE TEST:**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.
- F. **NYS - RPL: (RPL for Access to Artisan development programme)**  
Bricklayer, Carpenter, Welder, Diesel Mechanic, Electrical, Plumber, Painter.

#### 4.2. NYS/MSME/PRESTIGE/BMP should submit proposal for the following accredited short skills programmes.

4.2.1. Training providers should submit proposals for the following short skills programmes not exceeding the estimated duration. The duration is inclusive of 70% practical training 30% theory.

4.2.2. Only Skills programmes that get a class a minimum of 11 learners will be implemented

##### NYS/MSME/PRESTIGE SHORT SKILLS PROGRAMMES

N0	ID	SKILLS PROGRAMME NAME	NQF LEVEL	DELEGATED AUTHORITY	MAXIMUM ESTIMATED DURATION
1	US 12561	Erect and maintain wire fencing	1	AgriSETA	10 days
2	24296	National Certificate: Construction: Installation of Floor Coverings	1	CETA	65 days
3	SP-240201	Basic End user computing	3	QCTO	30 days
4	SP- 191217	Bricklayer's assistant	1	QCTO	55 days
5	SP-240208	Domestic Refrigeration Repairer	3	QCTO	60 days
6	SP-191201	Domestic Water and Drainage repairer	3	QCTO	55 days
7	SP- 191202	General Residential Repairer	3	QCTO	15 days

N0	ID	SKILLS PROGRAMME NAME	NQF LEVEL	DELEGATED AUTHORITY	MAXIMUM ESTIMATED DURATION
8	SP-211004	Hot and cold water Systems installer	4	QCTO	65 days
9	SP-220319	Leaning and Development Facilitator	5	QCTO	15 days
10	SP- 240209	Major Domestic Appliance repairer	3	QCTO	65 days
11	SP-210401	New Venture creation	2	QCTO	15 days
12	SP-191209	Wheel balancer	2	QCTO	10 days
13	SP-220322	Work based learning and development practitioner	5	QCTO	10 days
	65409	National Certificate: Building and Civil Construction <b>The following Short skills programmes from this qualification</b>	3	CETA	65 days
14		Tiling			
15		Carpentry			
16		Painting			
17		Bricklaying			
18		Plumbing			
19		Paving			
	48873	National Certificate: Occupationally Directed Education Training and Development Practices <b>The following Short skills programmes from this qualification:</b>	5	ETDPSETA	10 days
20		Assessor			
21		Moderator			
22		Facilitator			
23		Learning support practitioner			
24		Training material development			
25		Training administrator			
	49091	National Certificate: Furniture Making: Wood All skills programmes under this qualifications:	2	FPMSETA	10 days
26		Cabinet Making			
	49105	National Certificate: Furniture Making: Wood: Short skills programmes from this qualification:	3	FPMSETA	10 days
27		Upholstery			
	24198	National Certificate: Construction Material Manufacturing <b>The following short skills programmes from this qualification:</b>	2	CETA	5 days
28		Construction Health and Safety			
29		Construction Raw material mixing and processing			
30		Construction material production operations			
	66589	National Certificate: Horticulture	2	AgriSETA	3 days
31		Basic landscaping			
	48972	National Certificate: Plant production	2	AgriSETA	3 days
32		Planting of grass, trees and flowers			

## 5. DURATION OF APPOINTMENT AS A TRAINING PROVIDER FOR APTCOD, NYS, PRESTIGE, BMP AND MSME.

The duration of appointment will commence after the appointment letter has been issued and accepted and will run for a period of 12 months.

## 6. DELIVERABLES AND OUTPUTS

- 5.1 Proof of accreditation to deliver learning programme(s);
- 5.2 Learning materials: training manuals, facilitator guides, assessment guides, moderator guides [workplace logbooks [only in the case of accredited full qualifications), stationery, portfolios of evidence and presentations;
- 5.3 Induction programme pack;
- 5.4 Training implementation plan;
- 5.5 Learner attendance registers;
- 5.6 Required training facilities conducive to learning and equipment including tool kits and Personal Protective Equipment, where required; (**ONLY for artisan development learning programmes**)
- 5.7 Learning programme delivered according to training implementation plan;
- 5.8 Assessment reports;
- 5.9 Moderation reports
- 5.10 Training progress reports (e.g. weekly, monthly or quarterly, depending on the duration of the training) and close-out reports; and Certificates of competence or Statements of Results (SoRs) for accredited training, and certificates of completion (or certificate of attendance) from the training provider for all completed training.

## 7. MANDATORY REQUIREMENTS

- 7.1. Failure to submit the following requirements with the proposal will disqualify the bidder's proposal:
- 7.2. Accreditation from the relevant authorisation body. Attach a copy of the valid documentary evidence of such accreditation (e.g., certificate or letter, etc). ***Documentary evidence must indicate the validity period. Training providers must be accredited at the time of application. Should accreditation lapse during the period of appointment, it will be the responsibility of the training provider to renew their accreditation and re-submit evidence of the renewed accreditation.***

## 8. REQUIREMENT FOR SUBMISSION OF PROPOSAL

- 7.1 A company profile that highlights capabilities and experience to conduct the learning programme applied for.

- 7.2 Signed letter/s, on organisation's letter heads of similar training interventions conducted other clients.
- 7.3 Proof of accreditation/s
- 7.4 Proof of accredited facilitators/assessors per accreditation submitted.
- 7.5 Project proposal with a clear training implementation plan (For Short Skills programmes only)
- 7.6 Curriculum Vitae and Qualifications of Project Leader and Facilitator/Assessor. (A project leader can be accepted as facilitator and assessor only if applying for short skills programmes)

# TERM CONTRACT FOR TRAINING OF PRESTIGE, MSME, APTCOD AND NYS LEARNERS PERIOD OF ONE (1) YEAR.

## **BID EVALUATION CRITERIA**

**This bid will be evaluated in Three (3) phases as follows:**

**Phase One:** Administrative Compliance

**Phase Two:** Functionality

**Phase Three:** Bidders passing stage one above will thereafter be evaluated on PPPFA and PPR 2022 on the 80/20 principle

### **PHASE ONE: ADMINISTRATIVE COMPLIANCE**

- (a) The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.
- (b) Bidders’ proposals must meet the following minimum requirements and the required supporting documents (as required below) must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.
- (c) Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- (d) **The following declaration must be completed and signed (SBD4). 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, such interest must be disclosed on question 2.3.1 of SBD 4**
- (e) Bidder’s proposals that do not meet the specifications will be eliminated.
- (f) The Form SBD1 “Part A” should be completed and “Part B” must be fully completed (date, signature, amount).
- (g) SBD 3.1- Pricing Schedule- Firm Prices – must be completed
- (h) If the Bid Sum (amount in words) as per the SBD.1 is not completed, the bid will be eliminated.
- (i) If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
- (j) The Resolution to Sign - Annexures A must be duly completed & signed (if applicable).
- (k) Bidders are also allowed to submit more than one bid for different learning programmes.
- (l) Bidders must submit Accreditation from the relevant authorisation body. Attach a copy of the valid documentary evidence of such accreditation (e.g., certificate or letter, etc). *Documentary evidence must indicate the validity period. Training providers must be accredited at the time of application. Should accreditation lapse during the period of appointment, it will be the responsibility of the training provider to renew their accreditation and re-submit evidence of the renewed accreditation.*
- (m) Attach ownership/ lease agreement or any document that proves your company has authority to use the training facility (**Only Applicable for APTCOD Programme**) e.g. Lease agreement, Municipal Statement of Account, Sworn Affidavit, Title Deed **etc.**



## PHASE TWO: FUNCTIONALITY

### 1. APTCOD EVALUATION CRITERIA

The bid for APTCOD (artisan development programme) shall be evaluated on the basis of functionality as stipulated below.

FUNCTIONALITY FOR APTCOD		
Evaluation Criteria	Application	Points
Capacity	<p><b>A. Project manager (leader) with proven track record of successful management of artisan development projects.</b> (attach detailed CVs with testimonial letters from previous clients or projects)</p> <p><i>I. Project manager (leader) with proven track record of the successful management of 2 artisan development training project — <b>Fair (10)</b></i>  <i>II. Project manager (leader) with proven track record of the successful managing of 3 artisan development training projects – <b>Good (15)</b></i>  <i>III. Project manager (leader) with proven track record of the successful managing of 4 or more artisan development training projects. <b>(Excellent (20))</b></i></p>	20
	<p><b>B. Facilitators or Assessors or Moderators must have experience in the implementation of artisan development training projects.</b> Attach detailed CVs of all facilitators/assessors/moderators reflecting accreditation numbers and testimonial letters from previous clients or projects.</p> <p><i>I. Relevant experience in at least 2 artisan development training project -- <b>Fair (10)</b></i>  <i>II. Relevant experience in at least 3 artisan development training projects — <b>Good (15)</b></i>  <i>III. Relevant experience in at least 4 or more artisan development training Projects. -- <b>Excellent (20)</b></i></p>	20
Experience Competency Track record	<p><b>Company's experience in training and delivering artisan development training projects.</b> Attach Completion certificates or reference letters from contactable clients where the bidder has satisfactorily provided similar services. Completion certificates or reference letters must be on the Client's official letterheads, and it must be duly signed.</p> <p><i>i. Company has experience in training and delivering 2 artisan development training projects (2 duly signed completion certificates or reference letters attached) – <b>Fair (20)</b></i>  <i>ii. Company has experience in training and delivering 3 artisan development training projects (3 duly signed completion certificates or reference letters attached) – <b>Good (30)</b></i>  <i>iii. Company has experience in training and delivering 4 or more artisan development training projects (4 duly signed completion certificates or reference letters attached) – <b>Excellent (40)</b></i></p>	40
Technical	<p><b>Proposed training approach and methodology.</b></p> <p><i>i. Proposed approach specifies minimum requirements of the project but is acceptable for implementation –<b>Fair (10)</b></i>  <i>ii. Proposed approach adequately specifies all requirements of the project and is acceptable for implementation –<b>Good (15)</b></i>  <i>iii. Proposed approach exceptionally specifies the way the project will be delivered and indicate additional value-adds. --- <b>Excellent (20)</b></i></p>	20
<b>TOTAL POINTS FOR FUNCTIONALITY MUST ADD UP TO 100</b>		<b>100</b>

The Bids that fail to achieve a minimum of 60 points out of 100 points on all the categories for functionality will be disqualified. The service provider must score points on all criteria.

## 9.2. EVALUATION CRITERIA FOR NYS, PRESTIGE, BMP AND MSME Short skills programmes

FUNCTIONALITY FOR SHORT SKILLS PROGRAMMES		
Evaluation Criteria	Application	Points
Capacity	<p><b>A. Project manager (leader) with proven track record of successful management of at least 2 accredited skills programmes. (attach detailed CVs and testimonial letters from previous clients or projects)</b></p> <p>i. Project manager (leader) with proven track record of the successful management of 2 accredited skills programmes projects — <b>Fair (10)</b></p> <p>ii. Project manager (leader) with proven track record of the successful management of 3 accredited skills programmes projects – <b>Good (15)</b></p> <p>iii. Project manager (leader) with proven track record of the successful management of 4 or more accredited skills programmes projects. <b>(Excellent (20))</b></p>	20
	<p><b>B. Facilitators/Assessors /Moderators must have experience in the implementation of at least 2 accredited skills programmes projects. Attach detailed CVs and testimonial letters from previous clients or projects of all facilitators, assessors and moderators.</b></p> <p>i. Relevant experience in at least 2 accredited skills programmes project – <b>Fair (10)</b></p> <p>ii. Relevant experience in at least 3 accredited skills programmes projects — <b>Good (15)</b></p> <p>iii. Relevant experience in at least 4 or more accredited skills programmes projects. -- <b>Excellent (20)</b></p>	20
Experience Competency Track record	<p><b>Company's experience in training and delivering accredited skills programmes training projects. Attach Completion certificates or reference letters from contactable clients where the bidder has provided similar services. Completion certificates or reference letters must be on the Client's official letterheads, and it must be duly signed.</b></p> <p>i. Company has experience in training and delivering 2 accredited skills programmes projects (2 duly signed completion certificates or reference letters attached) – <b>Fair (20)</b></p> <p>ii. Company has experience in training and delivering accredited skills programmes projects (3 duly signed completion certificates or reference letters attached) – <b>Good (30)</b></p> <p>iii. Company has experience in training and delivering 4 or more accredited skills programmes projects (4 duly signed completion certificates or reference letters attached) – <b>Excellent (40)</b></p>	40
Technical	<p><b>Proposed training approach and methodology.</b></p> <p>i. Proposed approach specified minimum requirements of the project but is acceptable for implementation –<b>Fair (10)</b></p> <p>ii. Proposed approach adequately specified all requirements of the project and is acceptable for implementation –<b>Good (15)</b></p> <p>iii. Proposed approach exceptionally specifies the way the project will be delivered and indicate additional value-adds. <b>Excellent (20)</b></p>	20
<b>TOTAL POINTS FOR FUNCTIONALITY MUST ADD UP TO 100</b>		<b>100</b>

The Bids that fail to achieve a minimum of 60 points out of 100 points on all the categories for functionality will be disqualified. The service provider must score points on all criteria.

<b><u>PHASE THREE EVALUATION ON NEW PPPFA and SPECIFIC GOALS(PPR 2022)</u></b>	
<b>THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED</b>	
<b>AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE</b>	
<b>POINTS FOR PRICE</b>	<b>80 POINTS</b>
<b>SPECIFIC GOALS</b>	<b>20 POINTS</b>
<b>TOTAL POINTS</b>	<b>100 POINTS</b>

**Please note:**

- 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**
- 2. The Department intends to award this to the highest point scorer per trade and per skills programme unless circumstances justifies otherwise.**
- 3. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.” A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals.**
- 4. All information will be verified through CSD (where applicable)**
- 5. A Cipro certificate (CK) and certified ID copy/s must be attached as proof of ownership to claim points for specific goals**
- 6. A Medical certificate from a medical Practitioner with a practise number must be attached to claim points for disability.**
- 7. SBD 6.1 is attached**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED**

Name of bidder .....	Bid number: <b>SCMU5-25/26-0043</b>
Closing Time <b>11h00</b>	Closing date: <b>19 August 2025</b>

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID  
**BID FOR THE TERM CONTRACT OF 1 (ONE) YEAR, TO TRAIN PRESTIGE, MSME,  
 APTCOD AND NYS IN ECDPWI PROGRAMMES AS PER SPECIFICATION**

**\*All trades include NYS RPL which is RPL for access to APTCOD programme.**

**1. BRICKLAYING APTCOD**

CATEGORY	COST PER DAY PER LEARNER
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R

**2. CARPENTRY APTCOD**

CATEGORY	COST PER DAY PER LEARNER
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL(RPL for Access)	R
<b>TOTAL AMOUNT</b>	R

**3. PLUMBING APTCOD**

CATEGORY	COST PER DAY PER LEARNER
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R

**4. ELECTRICAL APTCOD**

CATEGORY	COST PER DAY PER LEARNER
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R

4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R _____

#### 5. WELDING APTCOD

CATEGORY	<i>COST PER DAY PER LEARNER</i>
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R _____

#### 6. MECHANICAL APTCOD

CATEGORY	<i>COST PER DAY PER LEARNER</i>
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R _____

#### 7. PAINTING APTCOD

CATEGORY	<i>COST PER DAY PER LEARNER</i>
1. Basic Training	R
2. ARPL	R
3. Gap Closure	R
4. Pre-Trade Test	R
5. Trade Test	R
6. NYS RPL (RPL for Access)	R
<b>TOTAL AMOUNT</b>	R _____

The department will be responsible for the Catering and Travelling for APTCOD.

#### 8. NYS/ BMP/PRESTIGE/MSME (SKILLS PROGRAMMES)

N0	ID	SKILLS PROGRAMME NAME	<i>COST PER DAY PER LEARNER</i>
1	US 12561	Erect and maintain wire fencing	
2	24296	National Certificate: Construction: Installation of Floor Coverings	
3	SP-240201	Basic End user computing	
4	SP- 191217	Bricklayer's assistant	
5	SP-240208	Domestic Refrigeration Repairer	
6	SP-191201	Domestic Water and Drainage repairer	

N0	ID	SKILLS PROGRAMME NAME	COST PER DAY PER LEARNER
7	SP- 191202	General Residential Repairer	
8	SP-211004	Hot and cold water Systems installer	
9	SP-220319	Learning and Development Facilitator	
10	SP- 240209	Major Domestic Appliance repairer	
11	SP-210401	New Venture creation	
12	SP-191209	Wheel balancer	
13	SP-220322	Work based learning and development practitioner	
	65409	National Certificate: Building and Civil Construction <b>The following Short skills programmes from this qualification</b>	
14		Tiling	
15		Carpentry	
16		Painting	
17		Bricklaying	
18		Plumbing	
19		Paving	
	48873	National Certificate: Occupationally Directed Education Training and Development Practices <b>The following Short skills programmes under this qualification:</b>	
20		Assessor	
21		Moderator	
22		Facilitator	
23		Learning support practitioner	
24		Training material development	
25		Training administrator	
	49091	National Certificate: Furniture Making: Wood <b>The following skills programmes under this qualifications:</b>	
26		Cabinet Making	
	49105	National Certificate: Furniture Making: Wood: <b>The following skills programmes under this qualification:</b>	
27		Upholstery	
	24198	National Certificate: Construction Material Manufacturing <b>The following skills programmes under this qualification:</b>	
28		Construction Health and Safety	
29		Construction Raw material mixing and processing	
30		Construction material production operations	
	66589	National Certificate: Horticulture	
31		Basic landscaping	
	48972	National Certificate: Plant production	
32		Planting of grass, trees and flowers	

**The department will be responsible for the venue, catering and travelling of the learners for Skills programme.**

**VAT REGISTRATION NUMBER (IF APPLICABLE) .....**

## 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.
- b) The lowest 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual:-</b>			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
<b>Black women ownership:-</b>			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
<b>Black youth ownership:-</b>			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
<b>People with disability:-</b>			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
<b>Locality:-</b>			
	(a) Within the Eastern Cape	4	
	(b) Outside the Eastern Cape	0	

## 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:** .....

**ADDRESS:** .....

.....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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 State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

- 2.3 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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

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

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date

.....	.....
Position	Name of bidder
Name of bidder	

**RESOLUTION FOR SIGNATORY**

(See also "Special Conditions of Bid")

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

**Bid Number: SCMU5-25/26-0043**

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **GENERAL CONDITIONS OF CONTRACT**

### **A. 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
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15. Warranty
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18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
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29. Governing language
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32. Taxes and duties

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

## **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and Points shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1** The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## **14. Spare parts**

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) 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 provider 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 provider 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 provider, 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.

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

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

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

## **16. Payment**

**16.1** The method and conditions of payment to be made to the provider under this contract shall be specified

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

**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 provider.

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

## **17. Prices**

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

## **18. Increase/decrease of quantities**

**18.1** In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

**21.1** The provider 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 provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

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

**22.2** If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

**22.4** Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

**22.4** 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 provider'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 provider.

**23. Penalties**

**23.1** Subject to GCC Clause 25, if the provider 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 good or unperformed services using the current prime interest COST 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.

**24. Termination for Default**

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

(a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or

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

**24.2** 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25. Anti-Dumping And Counter-Vailing Duties And Rights**

**25.1** 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

**26. Force Majeure**

**26.1** Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

**26.2** If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

**27. Termination for Insolvency**

**27.1** The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

**28. Settlement of Disputes**

**28.1** If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

**28.2** 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 provider 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.

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

**28.4** 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation of Liability**

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

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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.

**30. Governing Language**

30.1 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.

**31. Applicable Law**

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

**32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

**33. TAXES AND DUTIES**

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**34. Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.