

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS**

BID NUMBER: ALA/612/26/MP

**PROVISION OF SKILLS AUDIT FOR THE
DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL
AFFAIRS**

ISSUED BY:

Department of Agriculture, Rural Development, Land & Environmental Affairs
Private Bag X11219
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....
NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS					
BID NUMBER:	ALA/612/26/MP	CLOSING DATE:	06 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA , No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoen Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms.I.K Mathebula		CONTACT PERSON	Ms. NW Maseko	
TELEPHONE NUMBER	013 766 6307		TELEPHONE NUMBER	013 752 6304	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ikmathebula@mpg.gov.za		E-MAIL ADDRESS	wmaseko@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

NAME OF BIDDER : _____

TEL NUMBER : _____

FAX NUMBER : _____



**HEAD OF DEPARTMENT
MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS
PRIVATE BAG X11219
MBOMBELA 1200**

CONTACT: MS. N.W. Maseko/MR. O.J. Mashabane

PHONE: 013 766 6304/6933

CLOSING DATE: AS PER BID BULLETIN

THE BID IS VALID FOR 90 DAYS

PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

BIDDER NOTICE AND INVITATION TO BID

Bids are hereby invited for the **Provision of Skills Audit for the Department of Agriculture, Rural Development, Land and Environmental Affairs.**

Bid documents will be obtainable from the following Bid Offices, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage), Elukwatini Sub-Regional Offices and The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge** , on payment of a non-refundable levy of **R150.00** or can be downloaded at <http://www.etenders.gov.za>. Only card or cash payment will be accepted, and the document can be collected between 7:45 and 16:00. **The closing date for receipt of bids is as per the bid bulletin.**

Duly completed Bidders enclosed in a sealed envelope marked **“Provision of Skills Audit for the Department of Agriculture, Rural Development, Land and Environmental Affairs.”** with the name of the Bidder, shall be deposited in the clearly marked Bid boxes provided at the following Bid Offices, **Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Siyabuswa, Piet Retief, Elukwatini and Secunda.** The Bids will be opened to the public.

Telegraphic, telephonic, telex, facsimile, e-mail and late Bids WILL NOT be accepted.

Bidders should ensure that Bids are delivered on time to the correct address. If the Bid document is late, it will not be accepted for consideration.

All documentation submitted in response to this Bid must be in English, unless otherwise indicated under technical specification.

Compulsory Briefing Session will be held as follows:

Venue	Date and time
Riverside Office Park, Cycad Building Block 4, DARDLEA Ehlanzeni District Office	As per the bid bulletin
37 SADC Street, Middelburg, 1055	As per the bid bulletin

1. INTRODUCTION

The Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA) is mandated to undertake a comprehensive skills audit in accordance with the requirements of the Skills Development Act No. 97 of 1998, the Skills Development Levies Act, and the White Paper on Human Resource Management in the Public Service.

The primary purpose of the skills audit is to establish an accurate and current profile of the qualifications, skills, competencies, knowledge, and experience available within the Department. The assessment will provide a basis for determining the extent to which employees possess the competencies required to effectively fulfil their respective roles and contribute to the achievement of the Department's strategic objectives.

In accordance with the Public Service Skills Audit Methodology Framework, DARDLEA intends to appoint a suitably qualified and experienced Service Provider to undertake a comprehensive Departmental Skills Audit. The appointed Service Provider will be required to conduct the assessment, analyse the results, identify skills and competency gaps, and provide practical recommendations to address identified development needs.

The assignment will culminate in the submission of a comprehensive skills audit report comprising an Executive Summary, Methodology, Findings, Skills Gap Analysis, Recommendations, and an Action Plan, in accordance with the requirements and guidelines of the Department of Public Service and Administration (DPSA).

The Skills Audit project is anticipated to be completed within a period of six (6) months from the date of commencement.

2. BACKGROUND

The National Skills Development Plan (NSDP) emphasises the importance of accurately identifying both current and emerging skills requirements to support the achievement of the objectives of the National Development Plan (NDP) within the Public Service and the broader South African context.

Furthermore, the National Human Resource Development Strategy, together with the Government's directive on human resources management and development for public service professionalisation volume 1, requires departments to undertake systematic assessments of their

existing skills and competencies. These assessments are intended to strengthen workforce capability and ensure that public servants possess the appropriate knowledge, skills, and competencies to effectively discharge their responsibilities.

A skills audit is a systematic process of identifying, assessing, documenting, and analysing the skills and competencies possessed by employees within an organisation. It provides an evidence-based assessment of the organisation's existing skills profile and enables the identification of competency gaps that may require targeted learning, development, recruitment, or other human resource interventions.

In support of the Directive on human resources management and development for public service professionalisation volume 1 and the implementation of the Departmental Strategic Plan, DARDLEA is required to ensure that its employees possess the appropriate qualifications, experience, technical capabilities, and behavioural competencies necessary to fulfil the Department's legislative and strategic mandate.

The Skills Audit will therefore focus on establishing the existing skills and competency profile of identified management levels and determining the extent to which these capabilities correspond with the requirements of their respective positions.

2.1 Objectives of the Skills Audit

The specific objectives of the Skills Audit are to:

1. Establish the current qualifications, skills, competencies, knowledge, and experience of employees occupying Assistant Director positions at salary levels 9–10, Deputy Director positions at salary levels 11–12, and Senior Management Service (SMS) positions at salary level 13–15.
2. Assess the existing skills and competencies of the identified employees against the requirements of their respective job descriptions and positions.
3. Develop a Skills and Competency Framework for Middle Management Service (MMS) and Senior Management Service (SMS) within the Department, aligned with applicable DPSA guidelines and the requirements of Public Service professionalisation.

PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

4. Identify existing and emerging skills and competency gaps, including priority areas requiring learning, development, and other targeted interventions.
5. Generate reliable and credible skills data to inform the development and implementation of the 2027/2028 Workplace Skills Plan (WSP), Personal Development Plans (PDPs), Annual Performance Plan (APP), and Human Resource Plan (HRP).
6. Establish and maintain a comprehensive management skills database to support workforce planning, talent management, career development, and succession planning.

3. SCOPE OF WORK

The appointed Service Provider will be responsible for designing and implementing a comprehensive Departmental Skills Audit for the Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA).

The assessment will cover the relevant Directorates, occupational categories, and employee levels identified by the Department, with specific focus on Assistant Directors at salary levels 9–10, Deputy Directors at salary levels 11–12, and Senior Management Service positions at salary levels 13–15. The Skills Audit must be undertaken in accordance with the Public Service Skills Audit Methodology Framework and must comply with all applicable legislative, regulatory, policy, and governance requirements. These include, but are not limited to, the Skills Development Act, Skills Development Levies Act, requirements of the South African Qualifications Authority (SAQA), and the Public Finance Management Act (PFMA).

The service provider will be required to work hand in hand with the Departmental HRD officials while ensuring skills transfer from the inception of the project.

The proposed methodology, activities, and deliverables must address the following phases:

Phase 1: Alignment with the Public Service Skills Audit Methodology Framework

The Service Provider must demonstrate clear alignment between the proposed approach and the Public Service Skills Audit Methodology Framework.

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The proposal must provide a clear narrative explaining how the methodology, processes, tools, data collection methods, analysis, quality assurance measures, and reporting outputs will comply with the Framework and applicable DPSA requirements.

Phase 2: Planning and Detailed Understanding of the Assignment

The Service Provider must demonstrate a comprehensive understanding of the Department's requirements, scope, objectives, operating environment, and the prescribed **Public Service Skills Audit methodology**.

The activities under this phase must include:

- Interpretation and confirmation of the Department's scope of work, objectives, expected outcomes, and deliverables.
- Development and submission of an Inception Report setting out the proposed methodology, detailed project plan, activities, timelines, milestones, roles and responsibilities, and communication arrangements.
- Development of appropriate Skills Audit instruments, assessment tools, and data collection templates aligned with DPSA Circular 25 of 2023, applicable job descriptions, and the relevant DPSA Competency Framework.
- Presentation of the Inception Report to the Skills Audit Committee for consideration and approval before commencement of the main data collection activities.

Phase 3: Data Collection, Data Protection, Risk Management and Confidentiality

The Service Provider must implement a structured and secure data collection process that ensures integrity, confidentiality, accuracy, and protection of information obtained during the Skills Audit.

This phase must include:

- Identification and detailed description of the data sources, target population, and sampling or assessment approach, where applicable.
- Administration of the Public Service Skills Audit Methodology Framework (PS:SAMF) to employees occupying Assistant Director positions at salary levels 9–10, Deputy Director

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positions at salary levels 11–12, and Senior Management Service positions at salary levels 13–15.

- Collection of relevant information relating to qualifications, skills, competencies, experience, and other information required to establish the Department's current skills profile.
- Ensuring full compliance with the Protection of Personal Information Act (POPIA) and other applicable data protection requirements throughout the data collection process.
- Development and implementation of a comprehensive data protection and confidentiality plan, including measures relating to data collection, secure storage, access control, information handling, confidentiality, and appropriate disposal or retention of information.
- Identification and management of potential risks associated with the Skills Audit process and implementation of appropriate mitigation measures.

Phase 4: Data Analysis and Quality Assurance

The Service Provider must apply appropriate quantitative and qualitative techniques to process, analyse, validate, and interpret the information collected during the Skills Audit.

The activities under this phase must include:

- Providing a clear description of the proposed quantitative and qualitative data analysis techniques and data processing procedures.
- Capturing, cleaning, processing, and analysing all data collected through the Skills Audit.
- Conducting comprehensive skills and competency gap analysis by comparing employees' current qualifications, skills, competencies, knowledge, and experience against the requirements of their respective positions.
- Identifying critical and priority skills and competency gaps that may affect the Department's ability to achieve its strategic and operational objectives.
- Identifying appropriate and prioritised learning, development, capacity-building, and other interventions required to address identified gaps.
- Conducting data validation and quality assurance to ensure that the findings are accurate, reliable, complete, consistent, and supported by credible evidence.

Phase 5: Reporting

The Service Provider must prepare and submit comprehensive reports that clearly communicate the methodology, results, findings, skills gaps, and recommended interventions arising from the Skills Audit.

The reporting requirements must include:

- Preparation of a Draft Skills Audit Report for consideration and presentation to the Skills Audit Committee.
- Presentation of the key findings and recommendations to the Skills Audit Committee and relevant departmental stakeholders.
- Incorporation of comments, input, and recommendations received from the Department following consideration of the Draft Report.
- Submission of a Final Skills Audit Report incorporating all agreed amendments and inputs.

The Final Skills Audit Report must, as a minimum, contain the following components:

1. Executive Summary
2. Introduction and Background
3. Skills Audit Methodology
4. Data Collection and Analysis
5. Key Findings
6. Current Skills and Competency Profile
7. Skills and Competency Gap Analysis
8. Priority Skills and Development Needs
9. Action Plan
10. Recommendations
11. Conclusion
12. Relevant Supporting Annexures/Data

The Action Plan must provide practical and implementable interventions to address identified skills and competency gaps and should, where appropriate, indicate priorities, responsible stakeholders, proposed timeframes, and measures for monitoring implementation and progress.

Phase 6: Data Management

The Service Provider shall be required to:

- a) Establish and implement a secure and comprehensive data management system for the Skills Audit. The system must ensure that all information collected, processed, analysed, and generated during the assignment is accurately captured, securely maintained, and made available to DARDLEA upon completion of the project.
- b) Develop and maintain a comprehensive database containing the relevant Skills Audit information of all employees assessed during the project.
- c) Ensure that the database is structured in a user-friendly format that supports future skills planning, workforce development, talent management, and succession planning.
- d) Hand over the complete database, raw data, assessment instruments, tools, templates, and other relevant project information to DARDLEA in a format agreed upon the Department upon completion of the assignment.
- e) Provide a detailed implementation plan, including a Gantt chart, indicating all activities, deliverables, milestones, dependencies, and timelines for the duration of the project.
- f) Clearly explain how the proposed Skills Audit methodology will be implemented and operationalised within DARDLEA.
- g) Provide a detailed description of all proposed data sources, target populations, and methods of accessing and collecting the required information.
- h) Clearly define the methodology and assessment criteria to be used to evaluate employees' qualifications, skills, competencies, knowledge, experience, job requirements, and identified skills gaps.
- i) Describe the proposed quantitative and qualitative data analysis methods, including data processing, interpretation, validation, and reporting procedures.
- j) Develop and implement a comprehensive Quality Management Plan covering data collection, testing and validation of assessment instruments, data verification, quality control, and quality assurance processes.
- k) Develop and implement a comprehensive Data Protection and Confidentiality Plan addressing data collection, storage, access control, processing, security, confidentiality, and the protection of personal information.

4. ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the Service Provider

The appointed Service Provider shall be responsible for the successful execution and completion of the Skills Audit and shall:

- 4.1.1 Conduct a comprehensive Skills Audit to establish the current qualifications, skills, competencies, knowledge, and experience of employees occupying Assistant Director positions at salary levels 9–10, Deputy Director positions at salary levels 11–12, and Senior Management Service (SMS) positions at salary level 13-15.
- 4.1.2 Undertake the assignment in accordance with the Public Service Skills Audit Methodology Framework (PS:SAMF), and provides a detailed methodology outlining the approach, processes, tools, activities, and techniques that will be applied throughout the project.
- 4.1.3 Report directly to the DARDLEA Skills Audit Committee and provide the Committee with regular updates on project progress, challenges, findings, and deliverables.
- 4.1.4 Participate in meetings and presentations convened by the Skills Audit Committee and provide any information or clarification required by the Department.
- 4.1.5 Present formal project progress reports at the conclusion of Phase 2 and Phase 4, as well as at other intervals reasonably determined by the Department.
- 4.1.6 Ensure that all information and data collected, generated, processed, or analysed on behalf of DARDLEA, including employee information, organisational information, skills profiles, skills gaps, assessment results, and related output remain exclusive property of the Department.
- 4.1.7 Comply fully with the requirements of the Protection of Personal Information Act, No. 4 of 2013 (POPIA) and the applicable Minimum Information Security Standards (MISS).
- 4.1.8 Ensure that all information obtained during the execution of the project is handled with the highest level of confidentiality and is protected against unauthorised access, use, disclosure, alteration, or loss.
- 4.1.9 Refrain from disclosing, sharing, reproducing, or providing any project-related information to any third party without the prior written authorisation of the Head of Department.
- 4.1.10 Enter and sign a Confidentiality Agreement and POPIA Declaration with DARDLEA before commencement of the project.
- 4.1.11 Upon completion or termination of the project, hand over all data, records, documentation,

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databases, instruments, reports, and other project-related information in their complete form to DARDLEA.

- 4.1.12 Perform all reasonable activities required to prepare project documentation and comply with the procedures, processes, governance requirements, and administrative arrangements associated with the Services.
- 4.1.13 Provide DARDLEA with all information and documentation reasonably required in relation to the project and respond to written requests from the Department within a reasonable period.
- 4.1.14 Immediately notify DARDLEA in writing upon becoming aware of any matter that has resulted, or may reasonably result, in a material change to the scope, cost, deliverables, or duration of the Services.
- 4.1.15 Facilitate skills transfer and knowledge sharing to designated DARDLEA officials to promote sustainability and enable the Department to effectively utilise the Skills Audit outputs, tools, and database following completion of the project.

4.2 Responsibilities of DARDLEA

DARDLEA shall support the successful implementation of the Skills Audit and shall:

- 4.2.1 Through the Skills Audit Committee, monitor the performance of the Service Provider, provide strategic guidance, review and approve project deliverables.
- 4.2.2 Provide the Service Provider, within agreed timeframes, with information, records, documentation, and other reasonably available resources required for the effective execution of the project.
- 4.2.3 Respond to written requests, queries, submissions, and matters referred to by the Department by the Service Provider within a reasonable period to minimise delays to the project.
- 4.2.4 Cooperate with the Service Provider and provide reasonable support necessary for the proper and timely execution of the Skills Audit.
- 4.2.5 Promptly notify the Service Provider in writing upon becoming aware of any matter that may materially affect the scope, cost, quality, deliverables, or timelines of the project.
- 4.2.6 Notify the Service Provider without undue delay of any identified defects, shortcomings, deficiencies, or concerns relating to the performance or delivery of the project.
- 4.2.7 Ensure that all contractual matters and interactions between the parties are managed in

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accordance with the applicable laws and regulations of the Republic of South Africa.

- 4.2.8 Ensure that all formal communication between the parties relating to the Agreement is conducted in English.

5. SPECIAL CONDITIONS OF CONTRACT

- 5.1 The Department reserves the right NOT to appoint a Service Provider if the bid is deemed non-responsive.
- 5.2 The Department intends to appoint one (1) Service Provider for this contract.
- 5.3 The Service Provider must be capable of providing hybrid communication and engagement solutions, incorporating both physical and virtual/online platforms where required.
- 5.4 The Department reserves the right to request further clarity from the bidder if necessary.
- 5.5 The Department reserves the right to appoint a Service Provider based on negotiated rates.
- 5.6 The Department is not obligated to make any purchases from the contracted Service Provider if the conditions of the contract no longer serve the best interests of the Department.
- 5.7 No services or deliveries will be accepted without an approved Purchase Order or confirmation letter from the Department.
- 5.8 Payment can be made after successfully completing each phase.
- 5.9 The original bid documents must be completed in black ink, and any use of correction fluid will nullify the bid.
- 5.10 The Bill of Quantities (BoQ) must be fully completed and any blank spaces or use of correction fluid in the bid document will result in disqualification.
- 5.11 Alterations or the use of a custom designed Bill of Quantities (BoQ) will result in disqualification.
- 5.12 The Department reserves the right to review and amend the list of items in the BoQ as necessary to include new items.
- 5.13 Any new items will be negotiated with the respective Service provider and priced at market related rate.

4. EVALUATION PROCESS

The evaluation process comprises of the following phases.

Phase 1: Initial Screening process

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During this phase bid documents will be reviewed to determine compliance with the following:

Failure to submit or adhere to the below “Phase 1” requirements will lead to automatic disqualification.

- a) SBD forms (SBD 1, SBD 4, & SBD 6.1) must be honestly, fully completed and signed by the bidder
- b) Bidders must attend the compulsory briefing session and must sign the attendance register.
- c) The Bill of Quantities (BoQ) must be fully completed and signed by the bidder. Where a BOQ item has been scratched or corrected the supplier is required to initial or counter sign next to the amendment.
- d) Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures.
- e) Bidders must indicate the total bid offer on the cover page as per the grand total on the Bill of quantity.
- f) Bidders must submit a company profile which includes a list of previous contract work done, value of the work and contactable references per contract.
- g) Accredited skills development facilitator with a minimum of NQF level 6 certificate or an accredited institution with SETAs.
- h) The bidder must submit a comprehensive technical proposal clearly demonstrating its understanding of the assignment, proposed methodology, implementation approach, project plan, deliverables, resources, training and skills transfer with associated pricing structure.

All bidders must be registered with the Central Supplier Database (CSD), failure to do so will result in automatic disqualification.

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- a) Business registration status
- b) Supplier restrictions and defaulters' status
- c) Identification number and the service of state status

Phase 2: Functionality evaluation as per terms of reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

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- b) Bidders must, as part of their bid documents, submit supporting documentation for all technical requirements as indicated hereunder. The Panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided. **The Bid Evaluation Committee (BEC) may verify the attached supporting documentation, including appointment letters, orders, curriculum vitae (CVs), and other relevant supporting documents, with the relevant stakeholders.**
- c) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

CRITERIA	EVIDENCE	WEIGHT	POINTS
Detailed viable proposal The proposal must clearly indicate the following key elements: Technical proposal - Alignment of proposal to Public Service Skills Audit Methodology Framework - Planning and understanding of the detailed work plan and the proposed Public Service Skills Audit Methodology Framework - Project implementation schedule - Practical application of the proposal - Data collection approach	The proposal addresses 3 or less the required key elements of the technical proposal.	1	40
	The proposal addresses four to five (4-5) of the required key elements of the technical proposal.	2	
	The proposal addresses six to seven (6-7) of the required key elements of the technical proposal.	3	
	The proposal addresses eight to nine (8-9) of the required key elements of the technical proposal	4	
	The proposal addresses all ten (10) of the required key elements of the technical proposal.	5	

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• Assessment Methodology • Data analysis Methodology • Quality assurance approach. • Risk Management, data protection and confidentiality arrangements • Skills Transfers NB: Proposal will be presented to the Bid Evaluation Committee of the Department			
Details of staff available for this contract • Please attach Curriculum Vitae (CVs) clearly indicating position and relevant experience in conducting skills audit within public sector, • Certified copies of qualifications in Industrial Psychology/ Human Resource Management/ Econometrics/ Data analyst/ Organisational Development and other relevant qualifications on conducting skills audit, • A signed consent letter from the individual authorising the verification of such	Skills Audit Project leader (10)		30
	(NQF Level 5)	1	
	(NQF Level 6)	2	
	(NQF Level 7)	3	
	(NQF Level 8)	4	
	(NQF Level 9)	5	
	Data analyst (10)		
	(NQF Level 5)	1	
	(NQF Level 6)	2	
	(NQF Level 7)	3	
	(NQF Level 8)	4	
	(NQF Level 9)	5	
	Learning Development Specialist (5)		
	(NQF Level 5)	1	
	(NQF Level 6)	2	

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documents for purposes of managing this contract. The following experts are required for this contract. 1. Skills Audit Project leader (5) 2. Data analyst (5) 3. Learning Development Specialist (5) 4. Human resource specialist (5) NB: Certified copies should not be made more than 6 months by the closing of the bid.	(NQF Level 7)	3	
	(NQF Level 8)	4	
	(NQF Level 9)	5	
	Human resource specialist (5)		
	(NQF Level 5)	1	
	(NQF Level 6)	2	
	(NQF Level 7)	3	
	(NQF Level 8)	4	
	(NQF Level 9)	5	
Knowledge, experience, and track record in conducting skills audit in public service. (Copies of Purchase Orders/ appointment letters and reference letters indicating the work completed per contract number)	No proof of knowledge, experience, and track record in conducting skills audit attached	1	30
	One (1) Purchase Order or Appointment letter and one (1) referral letter indicating the work completed per contract number in conducting skills audit attached	2	
	Two (2) Purchase Orders or Appointment letters and two (2) referral letters indicating the work completed per contract number in conducting skills audit attached	3	

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	Three (3) Purchase Orders or Appointment letters and three (3) referral letters indicating the work completed per contract number in conducting skills audit attached	4	
	At least four (4) Purchase Orders or Appointment letters and four (4) referral letters indicating the work completed per contract number in conducting skills audit attached	5	
Total			100

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

THE BID EVALUATION COMMITTEE MAY CONDUCT PHYSICAL VERIFICATION DURING THE EVALUATION PROCESS.

- e) Each Panel Member will rate each individual criterion on the score sheet using the following scale:
1-Poor, 2-Below average, 3-Good, 4-Very good, 5-Excellent
- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage, and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 70% functionality will be disqualified.
- j) The price will not be evaluated at this stage.

Phase 3: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

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

Where,

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20 preference point system based on price points and preference point:
 - The bid price (maximum 80 points)
 - Specific goals (maximum 20 points)
- d) The Department reserves the right to arrange contracts with more than one Contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA), Preferential Procurement Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023. These bids will be evaluated as per above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the Joint Companies will be considered for determining the preference point score.
- f) A maximum of 20 points may be awarded to a bidder for full complying with specific goals requirements stipulated in the table below. For this bid the maximum number preference points that could be allocated to a bidder are indicated below:

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Specific Goal	Maximum Preference Points Allocated	Minimum Proof required for claiming preference points
An Enterprise owned by black people	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by youth (35 years or younger)	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by women	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by people with a disability	4	Proof of disability (Certificate from a medical doctor that specifies the nature of the disability)
An Enterprise owned by Military Veterans	4	A confirmation letter from the Department of Military Veterans confirming the individual's status as a military veteran and that they have not been dishonorably discharged from that military organization or force.
TOTAL	20 POINTS	

Failure to submit the required evidence will lead to allocation of zero (0) preference points.

- a) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.

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- b) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard specific goals.
- c) Points scored will be rounded off to the nearest 2 decimals.
- d) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number on specific goals. Should two or more bids be equal in all respects, the award shall be decided by drawing lots.
- e) The contract will be awarded to the highest-scored bidder. The bidder must submit copies of the identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

NB: It is the responsibility of the Service Provider to ensure that tax is compliant during the appointment stage and have a valid bank account.

- Where the recommended bidder is not Tax compliant, the bidder will be notified by email or in writing of their non-compliant status and the bidder will be requested to provide written proof from SARS on their compliance status or proof that they have made an arrangement to meet their outstanding tax obligation, within seven (07) working days. The bidder should thereafter provide the Department with proof of their tax compliance status which should be verified via the Central Supplier Database.
- Should the recommended bidder fail to provide written proof of their Tax compliance status within seven (07) working days for bids; the Accounting Officer or Accounting Authority must reject the bid submitted by the bidder.
- Where goods and services have been delivered satisfactory without any dispute the Department must not delay the processing of payments as a result of outstanding tax matters.
- Bidders are advised to register for Value Added Tax (VAT) if the value of its taxable supplies exceeds R2.3 million in any consecutive 12-month period.

5. CLIENT BASE

The information submitted concerning the experience may be verified in terms of contactable references which are on the company profile. The references may include the names of relevant persons as well as their phone numbers and email addresses.

DARDLEA may utilize this data to obtain information during the evaluation and adjudication process.

6. INDEMNITY IMPLICATIONS

Successful Service Provider must be prepared to enter into a service level agreement with the DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure, similar services outside this bid with the view of securing the best service and value for money.

7. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

9. PROHIBITION OF RESTRICTIVE PRACTICES

In terms of the Competition Act No. 89 of 1998, all applicable sections of the relevant Acts will be covered under the Service Level Agreement (SLA).

10. FRONTING

DARDLEA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and

legally compliant manner. It is against this background that the DARDLEA condemns any form of fronting.

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/contractor to conduct business with Public Sector for a period not exceeding ten (10) years, in addition on any other remedies DARDLEA may have against the bidder/ contractor concerned.

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified.

For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

11.COMPLETION PERIOD

The project must be completed within **6 months**, from the date of appointment to ensure that outcomes inform the development of the 2027/2028 Workplace Skills Plan.

12.MONITORING

Bidders have to note that the Department will monitor and evaluate the project through delegated officials. All payment claims are to be certified by the delegated official, before payment can be affected.

13.TAXES

Value Added Tax at 15% must be included in the agency fees. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration,

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proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department. Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.

14.PRICE NEGOTIATION

- a) The market-related prices are used as a basis to negotiate agreed market rates.
- b) Rates will be negotiated with recommended bidder in line with the prevailing market prices and the agreed negotiated rates will apply to successful bidder on the contract.
- c) If the market related price is not agreed to as envisaged by the bidder, the department shall cancel the bid.
- d) The Department will negotiate with recommended prospective bidder who quoted above the market-related prices. Negotiations will be backed by evidence from the market. If the bidder does not agree, they shall be requested to provide reasons for rejecting the offer, and reasons must be supported by proof of relevant market rates.

15.RIGHT OF DARDLEA TO VERIFY AND SEEK CLARIFICATION

- The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- The Department shall seek all clarifications in writing and the bidder's responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;
- Verify evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.
- Verification of information will only be conducted when there is reasonable suspicion on authenticity of the document during evaluation.

16.ARITHMETICAL ERRORS

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

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- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a Bill of Quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as Bided shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Service Provider's addition of prices, the total of the prices shall govern and the Service Provider will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Bided total of the prices.
- Consider the rejection of a Bid offer if the Service Provider does not correct or accept the correction of their arithmetical errors in the manner described above.

17. SIGNATURE OF AUTHORITY

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of Joint Ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

18. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements.

19. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where a Bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

20. JURISDICTION

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The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandiet executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

21. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the Department and the successful bidder.

22. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

23. ENQUIRIES

TECHNICAL ENQUIRIES	:	Ms. N.W. Maseko – 013 766 6304 Email: wmaseko@mpg.gov.za Mr. O.J. Mashabane – 013 766 6933 Email: ojmashabane@mpg.gov.za
ADMINISTRATIVE ENQUIRIES	:	Ms. I.K. Mathebula – (013) 766 6307 Email: ikmathebula@mpg.gov.za Mr. S.S. Mamba – (013) 766 8265 Email: mambas@mpg.gov.za

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BILL OF QUANTITIES

BILL OF QUANTITY FOR CONDUCTING A SKILLS AUDIT FOR ASSISTANT DIRECTORS (LEVEL 9-10), DEPUTY DIRECTORS (LEVEL 11-12) AND SENIOR MANAGEMENT SERVICE (LEVEL 13 AND ABOVE)				
NO	ITEM	ESTIMATED NUMBER	RATE PER EMPLOYEE	ESTIMATED TOTAL RATE
PHASE 1: Alignment with the Public Service Skills Audit Methodology Framework				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		
3	Directors' salary level 13	29		
4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 1				
PHASE 2: Planning and Detailed Understanding of the Assignment				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		
3	Directors' salary level 13	29		

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4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 2				
PHASE 3: Data Collection, Data Protection, Risk Management and Confidentiality				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		
3	Directors' salary level 13	29		
4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 3				
PHASE 4: Data Analysis and Quality Assurance				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		
3	Directors' salary level 13	29		

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4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 4				
PHASE 5: Reporting				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		
3	Directors' salary level 13	29		
4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 5				
PHASE 6: Data Management				
1	Assistant Directors salary level 9-10	249		
2	Deputy Directors salary level 11-12	185		

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3	Directors' salary level 13	29		
4	Chief Directors salary level 14	8		
5	Head of Department level 15	1		
6	Training and skills transfer			
TOTAL PHASE 6				
TOTAL RATE (PHASE 1+PHASE 2+PHASE 3+PHASE 4+PHASE 5+PHASE 6)				
VAT @ 15%				
GRAND TOTAL: TOTAL BID OFFER				

Name of the bidder: _____ **Date :** _____

Signature : _____



TAX CLEARANCE

TCC 001

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

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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AuditAre you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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 Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 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 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

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)
An Enterprise owned by black people	4	
An Enterprise owned by youth (35 years or younger)	4	
An Enterprise owned by women	4	
An Enterprise owned by persons with disability	4	
An enterprise owned by Military veterans	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

PROVISION OF SKILLS AUDIT FOR THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

- (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:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)