

Approved 14/07/2023
Seng.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: HP23/005GS

RETURNABLE DOCUMENTS

AND

SPECIFICATIONS

**TRAINING OF EXPANDED PUBLIC WORKS
PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL
CERTIFICATE: ENVIRONMENTAL PRACTICE: LGSETA
SKILLS PROGRAMME: SAQA ID: 49065, IN EHLANZENI
AND NKANGALA DISTRICT MUNICIPALITIES.**

CONTENTS OF BID DOCUMENT

Project title:	TRAINING OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL CERTIFICATE: ENVIRONMENTAL PRACTICE: LGSETA SKILLS PROGRAMME: SAQA ID: 49065, IN EHLANZENI AND NKANGALA DISTRICT MUNICIPALITIES.		
Project Leader:	Tsholofelo Pooe	Bid / no:	HP23/005GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	6 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 Preference claim form in terms of PPR 2022	10 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	22 Pages
Annexure A- Pricing Schedule	2 Page

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP23/005GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 08 AUGUST 2023

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

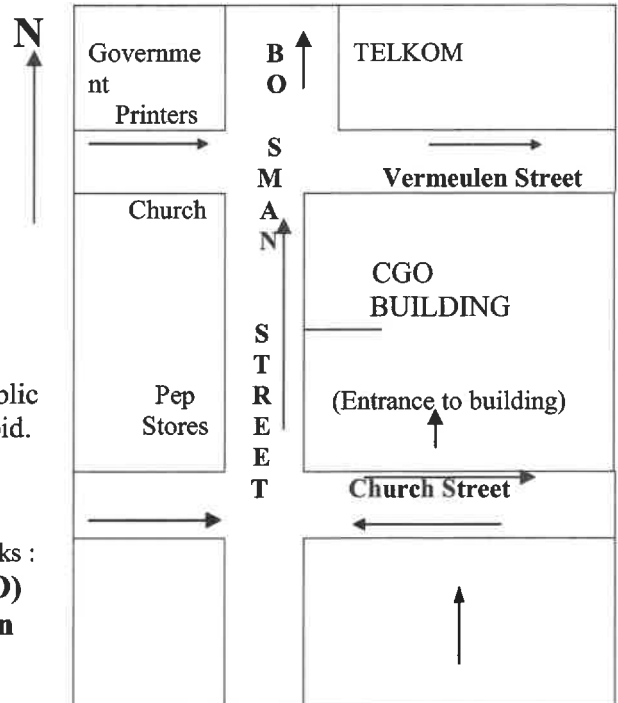
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	HP23/005GS	CLOSING DATE:	08 AUGUST 2023	CLOSING TIME: 11:00 AM
DESCRIPTION	TRAINING OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL CERTIFICATE: ENVIRONMENTAL PRACTICE: LGSETA SKILLS PROGRAMME: SAQA ID: 49065, IN EHLANZENI AND NKANGALA DISTRICT MUNICIPALITIES.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Public Works :
Head Office: Room 121, Central Government Office (CGO) c/o Bosman and Vermeulen Street.(Entrance Vermeulen Street) Pretoria,0001

OR POSTED TO:

Department of Public Works and Infrastructure Private bag X65
0001

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			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPW	CONTACT PERSON	Tsholofelo Poee
CONTACT PERSON	Phuti Mahlanya	TELEPHONE NUMBER	012 492 3082
TELEPHONE NUMBER	012 406 1658	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tsholofelo.poee@dpw.gov.za
E-MAIL ADDRESS	phuti.mahlanya@dpw.gov.za		

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *description of works*

Project title:	TRAINING OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL CERTIFICATE: ENVIRONMENTAL PRACTICE: LGSETA SKILLS PROGRAMME: SAQA ID: 49065, IN EHLANZENI AND NKANGALA DISTRICT MUNICIPALITIES.		
Bid no:	HP23/005GS		
Advertising date:	14 July 2023	Closing date:	08 August 2023
Closing time:	11:00 am	Validity period:	56 days

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of (PA-32): Invitation to Bid
5	☒	Registration on National Treasury's Central Supplier Database.
6	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
9	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
10	☒	Bidders must have a valid accreditation with LGSETA for the SAQA 49605 including the selected unit standards provided in the terms of References.
11	☐	
12	☐	

2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-09 (GS)): List of Returnable Documents



4	☒	Submission of (PA-11): Bidder's disclosure.
5	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
6	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
9	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	☒	Attendance of Non-compulsory site briefing session
12	☒	Submission of a fully completed bid pricing structure (Annexure A) as per the provided template
13	☒	Submission of a valid proof of accreditation with LGSETA for SAQA ID:49605 including the selected unit standards provided in the terms of references.
14	☐	
15	☐	

3. Method to be used to calculate points for specific goals

☐

For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with



Notice and Invitation to Bid: PA-04 (GS)

				Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2		ID Copy or CSD Report Or CIPC

For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report or CIPC

For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4. ☐	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5. ☐	OR An EME or QSE which is at least 51% owned by youth. NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)		ID Copy or CSD Report Or CIPC

**4. The following evaluation method for responsive bids will be applicable:
(Where functionality is applicable, it will be applied as a pre-qualification)**

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

- 5. Note:** *Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.*

Functionality criteria:	Weighting factor:
Qualified facilitator: Six (6) relevant qualified facilitators for Mpumalanga (6 sites), with sufficient experience in accredited training (curriculum vitae and copies of qualifications must be attached): Qualified facilitator with relevant experience of 49 months and above = 5 points Qualified facilitator with relevant experience of 37 to 48 months = 4 points Qualified facilitator with relevant experience of 25 to 36 months = 3 points Qualified facilitator with relevant experience of 13 to 24 months = 2 points Qualified facilitator with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 point Each facilitator will be score on a scale from 1-5. The total score will be averaged and used as the final score under this criterion..	25
Registered assessor: Two (2) relevant registered assessors for Mpumalanga (6 sites), with sufficient experience in assessing accredited training (curriculum vitae and valid proof of registration must be attached): Registered assessor with relevant experience of 49 months and above = 5 points Registered assessor with relevant experience of 37 to 48 months = 4 points Registered assessor with relevant experience of 25 to 36 months = 3 points Registered assessor with relevant experience of 13 to 24 months = 2 points Registered assessor with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 point Each assessor will be score on a scale from 1-5. The total score will be averaged and used as the final score under this criterion.	25
Registered moderator: One (1) relevant registered moderator for Mpumalanga (6 sites), with sufficient experience in accredited training (curriculum vitae and valid proof of registration must be attached): Registered moderator with relevant experience of 49 months and above = 5 points Registered moderator with relevant experience of 37 to 48 months = 4 points Registered moderator with relevant experience of 25 to 36 months = 3 points Registered moderator with relevant experience of 13 to 24 months relevant experience = 2 points Registered moderator with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 points	25

8. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001 ATTENTION: PROCUREMENT SECTION: ROOM ROOM 121 Tender Box at the Reception Area <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	DEPOSITED IN THE TENDER BOX AT: Department of Public Works & Infrastructure Central Government Offices Corner of Bosman & Madiba streets Room 121
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9. COMPILED BY:

Tsholofelo Poee		Project Manager	14/07/2023
Name of Project Leader	Signature	Capacity	Date



Project Manager: One (1) relevant project manager for Mpumalanga (6 sites) with sufficient experience in project management (curriculum vitae must be attached): Project Manager with relevant experience of 49 months and above in project management = 5 points Project Manager with relevant experience of 37 to 48 months in project management = 4 points Project Manager with relevant experience of 25 to 36 months in project management = 3 points Project Manager with relevant experience of 13 to 24 months in project management = 2 points Project Manager with relevant experience of 1 day to 12 months in project management = 1 point Did not provide any of the above listed items = 0 point	15
Training methodology: Prospective bidders must submit a detailed training plan which includes all comprehensive training methodology (The training methodology includes the following 7 steps: 1. Diagnostic Assessment; 2. Registration of Learners; 3. Theory and Practicals; 4. Workplace; 5. Assessment; 6. Moderation; and 7. Certification) Detailed training plan including training methodology with 7 steps = 5 points Detailed training plan including training methodology with 6 steps = 4 points Detailed training plan including training methodology with 5 steps = 3 points Detailed training plan including training methodology with 3 to 4 steps = 2 points Detailed training plan including training methodology with 1 to 2 steps = 1 point Did not provide any of the above listed items = 0 point	10
Total	100 Points
Minimum functionality score to qualify for further evaluation:	
	60

6. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address s Department of Public Works & Infrastructure, CGO Building, Cnr Bosman & Madiba Street, Pretoria, Room no 121.. A non-refundable bid deposit of R 200 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Lillian Ngoyi Street, Middleburg, Mpumalanga on 24/07/2023 starting at 11:00. Venue Department of Public Works, Roads & Transport. (if applicable)

7. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Tsholofelo Pooe	Telephone no:	012 492 3082
Cell no:	078 457 6763	Fax no:	
E-mail:	tsholofelo.pooe@dpw.gov.za		

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PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	TRAINING OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL CERTIFICATE: ENVIRONMENTAL PRACTICE: LGSETA SKILLS PROGRAMME: SAQA ID: 49065, IN EHLANZENI AND NKANGALA DISTRICT MUNICIPALITIES.		
Project Leader:	Tsholofelo Poee	Bid / Quote no:	HP23/005GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	1 Page	☐
Content page	1 Page	☐
Map of closing address	1 Page	☐
Bid Form (PA-32)	2 Pages	☐
PA-04(GS): Notice and invitation to tender	7 Pages	☐
PA-09 (GS): List of returnable document	1 Page	☐
PA-10: General Conditions of contract (GCC)	10 Pages	☐
PA-11: Bidder's disclosure	3 Pages	☐
PA-15.1 Resolution of Board of Directors	2 Pages	☐
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages	☐
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages	☐
PA-16 Preference claim form in terms of PPR 2022	11 Pages	☐
PA-40: Declaration of designated groups for preferential procurement	2 Pages	☐
Terms of reference	22 Pages	☐
Annexure A- Pricing Schedule	2 Page	☐
Submission of valid proof of accreditation with the LGSETA ID:49605 including the selected unit standards provided in the terms of reference		☐
		☐
		☐



Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 cancelling 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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping 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 the 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 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 12 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

33. National Industrial Participation Programme (NIPP)

- 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.

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

(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.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

- 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
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15			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(Tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE		
SPECIFIC GOALS		
Total points for Price and Specific Goals	100	

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	ID Copy Or CSD Report Or CIPC (company registration)
4. ☐	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or

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

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. ☐	OR An EME or QSE or any entity which is at least 51% owned by youth. (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) ID Copy Or CSD Report Or CIPC (company registration)

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

2. DEFINITIONS

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

5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		
5. An EME or QSE or any entity which is at least 51% owned by youth . (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

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,

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

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: _____

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

TERMS OF REFERENCE:

**TRAINING OF EXPANDED PUBLIC WORKS
PROGRAMME (EPWP) PARTICIPANTS ON NATIONAL
CERTIFICATE: ENVIRONMENTAL PRACTICE:
LGSETA SKILLS PROGRAMME: SAQA ID: 49065, IN
EHLANZENI AND NKANGALA DISTRICT
MUNICIPALITIES.**

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<u>ABBREVIATIONS/ACRONYMS</u>	
BBBEE	Broad Based Black Economic Empowerment
CGO	Central Government Offices
DHET	Department of Higher Education and Training
DPWI	Department of Public Works and Infrastructure
EME	Exempted Micro Enterprises
ETD	Education Training and Development
ETQA	Education and Training Quality Assurance
EPWP	Expanded Public Works Programme
FETC	Further Education and Training Certificate
NSF	National Skills Fund
POE	Portfolio Of Evidence
POPIA	Protection Of Personal Information Act
PPE	Personal Protective Equipment
QCTO	Quality Council for Trades and Occupations
QSE	Qualifying Small Enterprises
SAQA	South African Qualifications Authority
SETA	Sector Education and Training Authority
SLA	Service Level Agreement
SMMEs	Small, Medium and Micro Enterprise
VAT	Value Added Tax



1. INTRODUCTION

These terms of reference are aimed at:

Inviting the relevantly accredited training provider(s) for the implementation
The **LGSETA skills programme qualification – National Certificate:
Environmental Practices, SAQA ID: 49605, NQF Level 2:**

Skills Programme:

- Two (2) projects in Mpumalanga– Ehlanzeni (100 Learners) and Nkangala (50 Learners) District Municipalities (2 project at 6 sites)

Defining the scope of work and the expected deliverables of the relevant training providers to ensure submission of compliant bids towards the appointment of the successful bidder.

2. BACKGROUND

The Department of Public Works and Infrastructure (DPWI) secured funding from the Department of Higher Education and Training (DHET) - National Skills Fund (NSF), to support the EPWP training initiatives across all provinces. The main objectives of training in EPWP are to equip the participants with skills and knowledge, which will enable them to effectively implement their EPWP projects and to enhance their active participation in the labour market and SMME development at the exit level. Training is implemented in line with all applicable prescripts.

3. DEFINITION OF TERMS

For the purposes of this terms of reference the following definitions shall apply:

“Assessment”: refers to the formative continuous assessment by the Training Provider during the training and experience component of the skills programme as well as the summative or final assessment at the end of training as per the relevant ETQA prescripts.

“Assessor”: refers to an education and training personnel who is registered by the relevant ETQA body to measure the achievement of specified National Qualification Framework standards or qualifications.

“Certification”: refers to the issuance of the certificate of competency by the relevant ETQA upon successful completion and attainment of a qualification related to a skills programme.

“Classroom training”: refers to all instructional training at a venue acquired for theoretical and practical component of training as per the relevant ETQA prescripts.

“Day”: refers to any calendar day and it includes Saturdays, Sundays and recognized public holidays within the Republic of South Africa;

“EPWP”: means Expanded Public Works Programme a national government initiative aimed at drawing a significant number of unemployed people into productive work.

“EPWP participant”: refers to any person or an Organization which is participating in an EPWP project and reported as such, in line with the EPWP reporting requirements.

“Facilitator”: refers to a relevant qualified education and training personnel who offers learning process and training related activities as per the relevant ETQA prescripts.

“Funds”: refers to the project funding, as set aside by DPWI through NSF monies

“Learner”: means EPWP participant recruited by EPWP to participate in the skills programme in line with the set regulations.



“Learner Allowance”: means an allowance payable by the appointed training provider to the learners from the NSF grant approved by DHET. This allowance is intended to assist learners with their daily meals and transport to attend training.

“Moderator”: refers to a registered education and training personnel who ensures that the process of assessment for the outcomes described in the NQF standards and qualification is fair, reliable and valid as per the relevant ETQA prescripts.

“NSF”: refers to the National Skills Fund established in terms of section 27(1) of the Skills Development Act, 1998 (Act No.97 of 1998) as amended.

“Quality assurance”: refers to monitoring process by ETQA to ensure compliance of training to set standards at all levels.

“Service”: means the services to be provide by the Training Provider for the project in accordance with the training deliverables.

“Service Provider”: means the successful bidder appointed to undertake this project. Training Provider shall have a corresponding meaning.

“Skills Programme”: It is an occupationally-directed programme that will be delivered by an accredited training provider. This programme must incorporate workplace experience where learners can accumulate credits towards a registered formal qualification on the NQF.

“Training Provider”: refers to a natural or juristic person appointed by DPWI accredited by an ETQA to provide accredited training to the representatives of learners.

“Workplace Training”: means all training and mentorship services conducted during the workplace experience component of the skills programme, conducted on the site where the structured workplace experience is being offered, by the Mentors, as per the relevant ETQA requirements.



4. SCOPE OF WORK

The Department seeks to appoint one (1) relevant training provider for training 150 EPWP participants based at Mpumalanga Province at two (6) site (100 learners at Ehlanzeni and 50 learners at Nkangala district municipalities). Training is for LGSETA skills programme title: National Certificate: Environmental Practice, SAQA ID: 49605, NQF Level 2 (See detailed spreadsheet: Annexure B attached):

Skills Programme:

- Mpumalanga–Ehlanzeni (100 Learners) and Nkangala (50 Learners) District Municipalities (2 projects at 6 sites) – 150 Participants

The one (1) appointed training provider will be expected to deliver training in Mpumalanga province, in line with the relevant ETQA prescripts as listed in the table below:

Training will be offered to a total of 150 EPWP Participants who are based in Mpumalanga province i.e.

- 150 participants in Mpumalanga Province in 2 District Municipalities i.e.
 - Ehlanzeni District (4 sites, 100 learners) and Nkangala (2 sites, 50 Learners) - Skills programme.

Province:	Mpumalanga
District Municipality:	Ehlanzeni and Nkangala
Number of sites:	6 sites: Ehlanzeni (4 sites, 100 learners) and Nkangala (2 sites, 50 Learners)
Total number of learners:	150 Learners
Qualification title and ID title as registered by SAQA	Title: NATIONAL CERTIFICATE ENVIRONMENTAL PRACTICE, NQF LEVEL 2, SAQA ID: 49605
Skills programme ID (if registered by ETQA)	

UNIT STANDARD TITLE	US SAQA ID	US NQF LEVEL	CREDITS	DURATION (in days)
Separate, handle, store, treat and transport waste	119555	2	9	11
Operate waste disposal facilities	119557	2	6	8
Keep the work area safe and productive	13220	2	8	10

The one (1) appointed Training Provider will be required to perform the following services in line with the relevant SETA/ETQA/QCTO and DHET/NSF prescripts and requirements.

4.1. Pre-training deliverables

The Training Provider will be expected to comply with the following pre-training deliverable for Mpumalanga province as detailed at point 4 above:

- Avail him/herself as well as all the required resources for training, for the due diligence session. This is an ongoing evaluation process and capacity verification which will be conducted by the Department at any stage of the project.
- Attend a compulsory physical briefing session to be communicated by DPWI in the tender advert.
- Attend a compulsory logistics meeting to be coordinated by DPWI, after signing of the SLA, in preparation for implementation.
- Verify with SAQA/ETQA/QCTO to ensure the validity of the selected programmes before the commencement of training and ensure compliance with the relevant SETA/ETQA/QCTO requirements for the learning programme implementation. Any replacement/changes by SAQA/ETQA/QCTO to the registered programme should be implemented as replaced/changed by the training provider, with prior signed consent from the Department.

- Ensure that all the relevant and sufficient required staff, infrastructure, materials, consumables including protective clothing and equipment for the achievement of the theoretical, practical, and workplace outcomes of this programme, are in place as per the relevant SETA or ETQA/QCTO prescripts.
- All relevant materials/ consumables should remain with the project or learners upon completion of training, whilst the relevant equipment should be provided on a lease-basis as per the duration and the applicable activities of the course.
- Secure the accessible and suitable SETA or ETQA/QCTO compliant venue per site. The venue will be for theoretical and practical training only for all learners. The training provider should provide the classroom facilities which comply with the relevant SETA or ETQA/QCTO classroom ratio and must be within the accessible radius of 2.5 kilometres and not exceeding 5 kilometres distance from the project site. The project's locality is indicated in the project sheet attached (Annexure B). Note: The EPWP projects site or any site sourced by EPWP will be used as facilities for workplace learning.
- In line with the SETA or ETQA/QCTO prescripts, avail the relevant and sufficient workplace coordinators and personnel who will continuously support and guide learners during the experiential learning. The existing EPWP projects will be used for workplace learning, therefore the provider should not charge or cost for workplace facilities, but for workplace learning or coordination only.
- NB: The training provider may agree with all stakeholders to utilize free or unpaid project sites or government facilities, equipment, consumables, etc., if suitable and sufficient. However, no claim should be submitted to DPWI by the training provider in such cases. The claim will only be paid for the provision of such facilities by the provider and proof of such and or DPWI verification report confirming that the provider has secured a suitable private or a paid government venue should accompany such claims.

4.2. Training deliverables:

The Training Provider will be expected to deliver the following training

deliverable for the project details attached (Annexure B):

The department will appoint one (1) training provider for Mpumalanga at Ehlanzeni (4 sites) and Nkangala (2 sites) district municipalities.

- Bidders should have sufficient relevant resources and capacity to implement all training timeously.
- Provide all required resources throughout the training duration to ensure compliance to the applicable prescripts.
- Agree with all stakeholders regarding training delivery which will be aligned to SETA or ETQA /QCTO prescripts.
- Conduct a one-day diagnostic assessment to ensure all learners' knowledge, skills, and understanding which is assumed to be in place, is reasonable to support the achievement of the programme. The results thereof should be reported to EPWP before commencing with training.
- Register and sign learner agreements as per the set SETA/ETQA/QCTO requirements for skills programme.
- Implement training in the language preferred by the learners, where applicable. EPWP participants are at different entry NQF levels and may need to be trained in the language they understand better to ensure successful completion of the programme to avoid a high dropout rate.
- Upload and register learners' details on the ETQA database as per the SETA/QCTO requirements.
- Provide (30% of the course duration) of theoretical, knowledge and practical training to ensure that all learners successfully complete the training as per the set SETA/ETQA/QCTO prescripts.
- Provide (70% of the course duration) of workplace learning and coordination through **one (1) site visit per week per project site**, ensure continuous guidance and support towards successful completion of the training. NB: A site visit coordination session should be for **eight (08) hours** per visit per project and coordinated by the relevant ETD personnel as per the applicable SETA/ETQA/QCTO requirements.
- Assess all learners' portfolios of evidence, re-assess where necessary, moderate and upload learners' achievements in line with the SETA/ETQA/QCTO prescripts, to ensure that all successful learners

receive a certificate of attendance and competency certificates/credits.

- Provide remedial support as and when required in line with the SETA/ETQA/QCTO prescripts to assist the not yet competent learners to successfully complete the programme.
- Monitor, evaluate, and mentor continuously to ensure that, all learners are supported to enhance a 100% completion rate at the end of the learning programme.
- Produce progress reports at the end of each activity in line with the SETA/ETQA/QCTO prescripts. These reports will form part of support documents for respective payment tranches as outlined in paragraph 6 below e.g. theory, workplace learning, etc.
- Ensure SETA/ETQA/QCTO's involvement for quality assurance and verification of learners' POE at applicable levels of the programme to facilitate the successful completion of the programme by following the set timeframes.
- Continuously liaise with the relevant SETA/ETQA/QCTO's for timeous certification/ award of credits to the successful learners, upon completion of the programme.

4.3. Reporting and communication

The contracted training provider should:

- Provide comprehensive reports and all other relevant documents, as per the agreed timelines, to the EPWP Project Manager. It should be noted that any relevant official from EPWP, may be involved in the project in collaboration with the EPWP regional office.
- Communicate any training related matters or challenges to the DPWI EPWP Regional Training Manager allocated to the project, and elevate such matters, if unresolved, to the Regional Programme Manager, then to Head Office level, if necessary or unless otherwise deemed fit.
- In line with the POPI Act, keep and protect any learner's data and information as confidential and not divulge any such data and or information to the third party without the prior written consent of the department.

- Any dispute will be handled in terms of the applicable DPWI prescripts which will be outlined and signed during signing of the service level agreement with the successful bidder.

5. EVALUATION CRITERIA OF APPLICATIONS/BIDS

In order to appoint an appropriate and efficient training provider who will ensure successful delivery and completion of this project, the following critical criteria should be met by the Training Provider:

5.1. Administrative responsiveness/compliance

To be considered responsive, bids must satisfy the following responsiveness criteria:

- The bidders must attach all required documents as outlined in the bid document. Training providers who comply with administrative responsiveness will be evaluated for functionality, price, and preferences.
- Completion of returnable documents, submission of appropriate certificates, documents and information as required to determine eligibility.
- The training provider must have valid accreditation by the relevant LGSETA ETQA/QCTO for the **National Certificate: Environmental Practice, SAQA ID 49605, and NQF Level 2** including all the unit standards provided at paragraph 4 above.
- Submission of completed pricing structure (Annexure A of the bid document).
- Bidders who meet the requirements for administrative responsiveness, will then be evaluated for functionality. The minimum score of 60% applies for further evaluation in terms of the 80/20 Preference Point System.

5.2. Quality/Functionality

A minimum score of 60% for functionality applies, for further evaluation in terms of the 80/20 Preference Point System. Below are the functionality criteria:

- A. Prospective bidders must have minimum of six (6) qualified facilitator for

Mpumalanga sites, Ehlanzeni (4 facilitators) and Nkangala (2 facilitators), for the National Certificate: Environmental Practice, SAQA ID: 49605, NQF Level 2 or equivalent. The facilitators will be evaluated on sufficient relevant experience in facilitating any accredited training: (curriculum vitae and copies of qualifications must be attached).

- B. Prospective bidders must have a minimum of Two (2) LGSETA registered assessors for all Mpumalanga sites. The assessor will be evaluated on sufficient relevant experience in assessing and accredited training: (curriculum vitae and valid proof of registration must be attached).
- C. Prospective bidders must have minimum of one LGSETA registered moderator for Mpumalanga site. The moderator will be evaluated on sufficient relevant experience moderating accredited training processes: (curriculum vitae and valid proof of registration must be attached).
- D. Prospective bidders must submit a detailed training plan which includes all comprehensive training methodology (The training methodology includes the following 7 steps: 1. Diagnostic Assessment, 2. Registration of Learners; 3. Theory and Practicals; 4. Workplace; 5. Assessment; 6. Moderation; and 7. Certification).
- E. Prospective bidders must submit the details of the one project manager for the Mpumalanga sites. The project manager will be evaluated on sufficient relevant experience in project management: (curriculum vitae must be attached).

The scoring for the above functionality criteria are unpacked as follows:

NB: The number of personnel required is informed by the number of participants per project/site.



Functionality criteria	Weight
Qualified facilitator: Six relevant qualified facilitators for Mpumalanga (6 sites), with sufficient experience in accredited training (curriculum vitae and copies of qualifications must be attached): Qualified facilitator with relevant experience of 49 months and above = 5 points Qualified facilitator with relevant experience of 37 to 48 months = 4 points Qualified facilitator with relevant experience of 25 to 36 months = 3 points Qualified facilitator with relevant experience of 13 to 24 months = 2 points Qualified facilitator with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 point Each facilitator will be score on a scale from 1-5. The total score will be averaged and used as the final score under this criterion.	25
Registered assessor: Two (2) relevant registered assessors for Mpumalanga (6 sites), with sufficient experience in assessing accredited training (curriculum vitae and valid proof of registration must be attached): Registered assessor with relevant experience of 49 months and above = 5 points Registered assessor with relevant experience of 37 to 48 months = 4 points Registered assessor with relevant experience of 25 to 36 months = 3 points Registered assessor with relevant experience of 13 to 24 months = 2 points Registered assessor with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 point Each assessor will be score on a scale from 1-5. The total score will be averaged and used as the final score under this criterion.	25

Registered moderator: One (1) relevant registered moderator for Mpumalanga (6 sites), with sufficient experience in accredited training (curriculum vitae and valid proof of registration must be attached): Registered moderator with relevant experience of 49 months and above = 5 points Registered moderator with relevant experience of 37 to 48 months = 4 points Registered moderator with relevant experience of 25 to 36 months = 3 points Registered moderator with relevant experience of 13 to 24 months relevant experience = 2 points Registered moderator with relevant experience of 1 day to 12 months = 1 point Did not provide any of the above listed items = 0 points	25
Project Manager: One (1) relevant project manager for Mpumalanga (1 site) with sufficient experience in project management (curriculum vitae must be attached): Project Manager with relevant experience of 49 months and above in project management = 5 points Project Manager with relevant experience of 37 to 48 months in project management = 4 points Project Manager with relevant experience of 25 to 36 months in project management = 3 points Project Manager with relevant experience of 13 to 24 months in project management = 2 points Project Manager with relevant experience of 1 day to 12 months in project management = 1 point Did not provide any of the above listed items = 0 point	15



Training methodology: Prospective bidders must submit a detailed training plan which includes all comprehensive training methodology (The training methodology includes the following 7 steps: 1. Diagnostic Assessment, 2. Registration of Learners; 3. Theory and Practicals; 4. Workplace; 5. Assessment; 6. Moderation; and 7. Certification) Detailed training plan including training methodology with 7 steps = 5 points Detailed training plan including training methodology with 6 steps = 4 points Detailed training plan including training methodology with 5 steps = 3 points Detailed training plan including training methodology with 3 to 4 steps = 2 points Detailed training plan including training methodology with 1 to 2 steps = 1 point Did not provide any of the above listed items = 0 point	10
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NB: Bidders must obtain a minimum functionality score of 60% to qualify for further evaluation.

5.3. Price and preference

All bids received will be evaluated for price and preference in line with the applicable procurement prescripts and the departmental procedures.

All bids must be submitted in line with the bidder's applicable VAT status using the prescribed pricing structure attached (**Annexure A**)

NB: Prospective Bidders must ensure compliance to the attached VAT regulation.

6 CONDITIONS OF SERVICE (AFTER APPOINTMENT/AWARD):

The appointed Training Provider will be required to:

Sign the SLA with DPWI for **Five (5) months** for the successful completion of the training for skills programme i.e. **two (2) months** for training and completion of the training and **three (3) months** buffer per site **Ehlanzeni (Five months for four sites)** and **Nkangala (5 months for two sites)**

The buffer period is for amongst others, administrative work with the SETAs or DPWI before and after training. Any work implemented after the contract duration without prior approval by DPWI, will not be paid for.

A compulsory logistics meeting with the appointed training provider and all stakeholders will be coordinate by DPWI before training commences. This is to clarify, agree, and finalize all implementation issues. The project implementation plan with the schedule indicating clear timelines, and deliverables will be agreed upon and approved by DPWI before the commencement of the training.

No advance payment will be made for the execution of this project. All payments will be made based on satisfactory services rendered, as stipulated in paragraph 7 below.

The EPWP project sites, will, if deemed suitable, be used for workplace learning. Therefore the training provider should not claim for workplace facilities but should claim workplace coordination and support.

The appointed training providers will sign the contract and other delivery agreements and Annexures.

7. PRICING AND PAYMENT STRUCTURE

7.1. Submission of bids

The bids should be submitted by providers as follows:

- All bid documents must be signed by the company representative nominated on the PA-15.1 form of the Bid Document.
- Bids must be submitted in the prescribed format of the pricing structure template attached.
- Any bid submitted in a different pricing structure/ format will be disqualified as it is a responsive criterion. Training providers should familiarize

themselves with the explanatory notes per item of the pricing structure to ensure that the bids are accurately compiled and submitted.

- Training providers must ensure that the rates are market-related or in line with applicable SETA prescripts.
- All the one-day activities should be priced on a once off basis (not daily rate) e.g. overheads, moderation, certification, etc.
- The learner allowance rates should be as per the applicable SETA rates/guidelines. Where SETA rates do not exist, the EPWP rates in line with the ministerial wage rates, will apply.
- Training providers should submit bids in line with their applicable VAT status using the pricing structure template attached.
- Bids must be submitted as per the set supply chain management timelines, any bids received after the deadline will not be considered by DPWI.

7.2. Payments structure:

All payments are performance-based.

No advance payment will be made for the execution of this project. All payments will be made based on satisfactory services rendered, as stipulated in paragraph 7.3 below. No performance and learner's attendance, no payment.

The Training Provider shall provide the Department with originally signed invoices with support documents, as per the pricing structure and drawdowns below:

1st invoice: Payable upon securing an ETQA/SETA/QCTO compliant classroom, theoretical and practical training conducted, compliant PPEs supplied to each learner as well as learner allowance paid out. Support documents include:

- A DPWI signed due diligence report endorsing the paid venue secured and or proof of payment thereof.
- The DPWI approved implementation plan.
- Proof of learners' registration on the ETQA database/any ETQA

acceptable format.

- Originally certified copy of the learners' South African IDs.
- Individual learners' diagnostic assessment report (where applicable).
- Monitoring report for theory signed by EPWP official.
- Training provider's report for satisfactory theory conducted.
- Register signed by each learner for each day attended.
- Proof of learner allowance electronically paid to learners.
- Proof of compliant PPE Issued to each learner as outlined in the due diligence report and the pricing structure) - PPE register should be signed by each learner upon receipt thereof.

No payment will be made for overhead items and venue which have been offered for free to the provider by any government institution or department or project. Any payable overhead and venue must be supported by the verification report from the Regional EPWP Manager confirming such delivery as satisfactory and duly payable to the provider.

2nd invoice: Payable upon successful and satisfactory completion of the workplace learning and coordination. Support documents include:

- Provider's report for satisfactory workplace conducted including Individual learners progress.
- Register signed by each learner for each day attended.
- The monitoring report by the EPWP official/EPWP Project Manager.
- Proof of learner allowance electronically paid to learners.

3rd invoice: Payable upon successful completion of summative assessment and internal moderation report by the provider in line with the relevant SETA/ETQA/QCTO regulations. Support documents include:

- Assessors report indicating individual learners' summative performance, and the individual learners' re-assessment reports (where applicable), the report to be endorsed by EPWP Official.
- Register signed by each learner for each day attended.

- The internal moderator's report.
- Proof of learner allowance electronically paid to learners.

4th invoice: Payable upon the certification or SETA/QCTO external moderation report. Support documents include:

- Valid proof of certificates/ credits by the relevant ETQA.

NB! The invoices should be submitted as per the tranches above unless otherwise agreed with relevant parties. Any outstanding claims payable must be submitted to DPWI within **six (6) months** after completion of training unless otherwise agreed between the parties. Failure to submit within the set timeframes may result in the forfeiture of the due outstanding claims.

Invoices for learner allowances: The allowance should be paid in line with the applicable EPWP rates (Weekly pay out to learners unless otherwise agreed by all parties). Proof of electronic payment or proof of bank deposit to each learner's banking account for each day attended as per paragraph 7.3 below. No manual pay-out to learners is allowed.

Invoices for learners allowances should be submitted after each weekly pay-out made unless otherwise agreed by all parties. This should be accompanied by proof of electronic payment or proof of bank deposit to each learner for each day attended, or proof of manual payment signed by each learner, as per paragraph 7.3 below.

Invoice for equipment and consumables: Payable as per the approved quote, upon issue of adequate, relevant, and compliant consumables/materials, protective clothing and all equipment required during theory training as per the relevant SETA/ETQA/QCTO. (The proof of purchase and PPE register signed by each learner upon receipt of such, should be attached to the invoice for overheads, PPE, equipment, etc.

Should the provider agree with the project management to use the existing project's equipment etc. for free, the provider should not claim for the free

equipment agreed to.

All consumables/ materials should remain with the project or learners upon completion of training, whilst equipment should be provided on a lease-basis as per the duration and the applicable activities of the course.

7.3. Payment of training providers for learners' allowances paid

The learner allowance is payable by the appointed provider to the learners, from the NSF grant approved by DHET. This allowance is, to assist learners with their daily meals and transport to attend the training. The appointed training provider has to pay learner allowance in line with the minimum daily wage of **R 111.76** as per the Ministerial Determination for EPWP projects and claim from the Department with all supporting documents attached to the invoice. In case the rate changes based on the review of the wage incentives, the provider should pay the revised learner allowance rate and claim from the DPWI in line with the changed rate.

No advance payment will be made to the training provider for the learner stipend. The training provider may claim weekly or otherwise for the paid out stipend. The rate may vary due to a review of the SETA/QCTO regulated rates. The provider should pay the revised learner allowance rate and claim from the Department in line with the changed rates. Any deviation from the rate discrepancy shall remain the responsibility of the provider.

The learner allowance will be paid by the appointed provider at the end of each training week unless otherwise agreed by the parties and will be claimed from DPWI upon receipt of proof of such payment and all supporting documents i.e. daily attendance register signed by learners, learner allowance register signed by each learner for allowances received, an originally certified copy of the 13 digit bar-coded identity documents, and proof of the providers electronic payout or the proof of bank deposit to the learners for each day attended and signed for in the attendance register. No manual pay out to learners is allowed.

An additional 7.5% of the overall learners' allowances paid out to learners during training will be payable to the provider for administering the allowances on behalf of the Department.

8. COMMUNICATION AND RECORDS

- Written project progress reports shall be submitted by the training provider to DPWI as per the signed contract.
- EPWP Training officials will monitor and report progress made by both learners and the training provider.
- The contracted provider should ensure active participation and quality assurance by the relevant ETQA throughout the training.
- A consolidated final closeout report shall be submitted by the training provider at the end of the project.
- All records related to training should be kept in a lockable safe for a period of five years in line with the NSF prescripts.

9. ENQUIRIES

Any technical inquiries should be made with:

Project Manager: Tsholofelo Poee

Department of Public Works and Infrastructure

Tel: 012 492 3082 or 078 457 6763 Email: tsholofelo.poe@dpw.gov.za

Project Administrator: Mthokozisi Masango

Department of Public Works and Infrastructure

Tel: 012 492 2334 Email: mthokozisi.masango@dpw.gov.za

Any SCM related inquiries should be made with:

SCM Administrator: Ms. Phuti Mahlanya

Department of Public Works and Infrastructure

Tel: 012 406 1658 Email: Phuti.mahlanya@dpw.gov.za

PRICING STRUCTURE: SKILLS PROGRAMMES

TRAINING PROVIDER'S BUSINESS NAME:

SETA ACCREDITATION NUMBER:

PROJECT NAME: Bushbuckridge Working on Waste Phase 4 & Moroka Waste Management Phase 3. PROVINCE: MPUMALANGA

NUMBER TO BE TRAINED: 150

DISTRICT MUNICIPALITY: EHLANZENI AND NKANGALA

SKILLS PROGRAMME TITLE: NATIONAL CERTIFICATE: ENVIRONMENTAL PRACTICE

QUALIFICATION ID: 49605

NQF LEVEL: 2

ETQA: LGSETA

TRAINING

	ITEMS AND EXPLANATORY NOTES	(A) COST PER PERSON PER DAY	(B) TOTAL NO. TO BE TRAINED	(C) TOTAL DAYS (PER TRAINING PHASE)	(D) TOTAL COST FOR ALL LEARNERS = (A x B x C)
1	Training Venue: A SETA compliant classroom for 30% duration only. The training venue must be within 2,5 kilometres radius, but not exceed 5 kilometres radius from the EPWP project site for learners' access. The classroom must comply with ETQA classroom ratio. No additional costs to DPWI and learners for venue above 5 kilometres walkable distance. Once off market related cost. Number of sites: 1	Insert a once off rate at column D, for the duration of theory			R
2	Theory + off the job facilitation cost: For 30% of the course duration. Calculate the costs per person per day X duration X total to be trained = Total cost at D.	R	150	9	R
3	Workplace learning/ Workplace coordination: Only 70% of the course duration. Rate for 1 site visit (8 hours per day) per week for the workplace coordination and learners support. Calculate cost per site visit (A) X Visit (C) = Total cost at D.	R		4	R
4	Assessment: The cost for all required assessments as per SETA prescripts.	R	150	1	R
5	Moderation: Minimum 50% of total learners per SETA Regulation for internal moderation. (Once off rate per learner) Calculate costs per person per day (A) X days (B) X total to be trained (C) = Total cost at D.	R	15	1	R
6	Certification: For printing attendance and competency certificates per person. (Once off rate per learner). Calculate costs per person per day (A) X days (B) X total to be trained (C) = Total cost at D.	R	150	1	R

7	Overheads Costs (Training related PPE, consumables and equipment for learners. For the Training Provider: Transport (Not for learners), Administrative costs e.g. Telephones, Fax etc.): The equipment costs should be on a lease basis. No accommodation for staff/ learners is payable by DPWI. Calculate costs per person per day (A) X total to be trained (B) = Total costs at D.	R	150	1	R	
8	15% VAT: For all above total training cost (To be charged by VAT vendors only)				R	
	Subtotal for training costs (Add amounts at item 1, 2, 3, 4, 5, 6, 7 and 8 above).				R	
LEARNER ALLOWANCE						
9	Learners Allowances (R111.76): Per person per training day (Daily) during theory and workplace training (Non-VAT). The daily regulated learner allowance amount (A) to be multiplied by the number of learners (B) and number of training days (C) to determine the total cost (D).	R 111,76	150	29	R	486 156,00
10	Learner allowance administration fee: 7.5% of the total allowances- at point 9 above.				R	36 461,70
11	15% VAT: For Item 10 (Learner allowance administration fee) only. (To be charged by VAT vendors only).				R	
	Subtotal for learner allowance (Add amounts at item 9, 10 and 11 above				R	
	GRAND TOTAL				R	

The training venue must be within 2,5 kilometres, but not exceed 5 kilometres from the EPWP project sites for learners to be able to attend classes. Therefore no additional transport and accommodation costs should be incurred by learners.

TRANSFER GRAND TOTAL TO PA-32

PROVIDER SIGNATURE:

DATE:

