

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LEDA/SDP/2024/25-1	CLOSING DATE:	02 AUGUST 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF ACCREDITED SKILLS DEVELOPMENT PROVIDERS TO IMPLEMENT A COMPREHENSIVE FUNDING PROGRAMME AND CAPACITY BUILDING – SCARCE AND CRITICAL SKILLS FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LIMPOPO ECONOMIC DEVELOPMENT AGENCY					
ENTERPRISE DEVELOPMENT HOUSE,					
MAIN ROAD, LEBOWAKGOMO, 0739					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SANTY MKHABELA		CONTACT PERSON	NKWELEBARE MASHILE	
TELEPHONE NUMBER	015 633 4700		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SANTY.MKHABELA@LIEDA.CO.ZA		E-MAIL ADDRESS	NKWELEBARE.MASHILE@LIEDA.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?					
☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 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:

.....
.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bidder

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.

Accredited Skills Development Providers

TERMS OF REFERENCE

**APPOINTMENT OF ACCREDITED SKILLS DEVELOPMENT PROVIDERS
TO IMPLEMENT A COMPREHENSIVE FUNDING PROGRAMME AND
CAPACITY BUILDING – SCARCE AND CRITICAL SKILLS FOR A PERIOD
OF THREE (3) YEARS**

REQUEST FOR PROPOSALS (RFP) : LEDA/SDP/2024/25-1

CLOSING DATE : 02 AUGUST 2024

CLOSING TIME : 11H00

VALIDITY PERIOD : 180 DAYS

LIMPOPO ECONOMIC DEVELOPMENT AGENCY (LEDA)

TERMS OF REFERENCE FOR: APPOINTMENT OF ACCREDITED SKILLS DEVELOPMENT PROVIDERS TO IMPLEMENT A COMPREHENSIVE FUNDING PROGRAMME AND CAPACITY BUILDING – SCARCE AND CRITICAL SKILLS FOR A PERIOD OF THREE (3) YEARS

It is the intention of LEDA to enter into a service agreement with a panel of skills development provider to carry out the services described hereunder. These Terms of Reference and the skills development provider's proposal will form the basis of the contract.

SECTION 1: DETAILS

Province	Limpopo
Project Name	Funded accredited skills development implementation.

SECTION 2: SUMMARY OF BRIEF

Proposals are requested from accredited skills development providers to appoint a panel with necessary Stature, member with good standing, extensive experience, accreditation and qualifications for implementation of a comprehensive funding programme and capacity building in scarce and critical skills to LEDA beneficiaries.

SECTION 3: PROJECT DESCRIPTION

3.1. INTRODUCTION / BACKGROUND

Training and Development as a sub-unit within the Enterprise Development and Finance division provides business and technical skills to beneficiaries located at the rural and urban areas of Limpopo province. The service offering within this unit aims to increase the skilled and capable workforce and improve capacity enclosed in established business ventures. This aim is directly associated with the vision of the National Skills Development Strategy III (NSDS III) which responds to goal 4 of the Sustainable Development Goals of ensuring inclusive and equitable quality education and promoting lifelong learning opportunities for all. The current service offering is also embedded in the following NSDS goal and outcomes:

NSDS Goal 4.6: Encouraging and supporting cooperatives, small enterprises, worker initiated, NGO and community training initiatives.

NSDS Outcome 4.6.1: Cooperatives supported with skills training and development expand and contribute to sector economic and employment growth; and

NSDS Outcome 4.6.2: Partnership projects to provide training and development support to small businesses are established in all sectors and their impact reported on.

3.1.1. Training and development skills offering and potential quality partner

Sub-unit	Skills Offering	Potential Quality Partner - Funder
Business Training	Financial Management Basic Accounting Practice Marketing Skills Business Plan Customer Care Skills Understanding Income Tax Tendering Skills Project Management New Venture Creation Qualification.	Services SETA (SSETA); Financial Accounting Services SETA (FASSET); Wholesale and Retail SETA (W&R SETA); Local Government SETA (LG SETA); National Skills Fund; Finance and Accounting Services Sector Education and Training Authority (FASSET) ; Banking Sector Education and Training Authority (BANKSETA) ; Local Government Sector Education and Training Authority (LGSETA) ; Education, Training and Development Practices Sector Education and Training Authority (ETDP SETA) ;
Technical Training	Plumbing Carpentry Bricklaying Welding Automotive Electrical Computer Skills Hospitality Driver Training	Construction SETA (CETA); Manufacturing, Engineering and Related Services SETA (MerSETA); Energy and Water SETA (EWSeta); Mining Qualifications Authority (MQA) ; Media, Information and Communication Technologies SETA (MICT SETA) Food and Beverage Manufacturing Industry Sector Education and Training Authority (FoodBev SETA) Culture, Arts, Tourism, <i>Hospitality, Sports, SETA (CATH SETA)</i> Transport Education and Training Authority (TETA); Agricultural Sector Education and Training Authority (AgriSETA) ; Fibre Processing and Manufacturing Sector Education and Training Authority (FP&M SETA)

SECTION 4: PURPOSE / OBJECTIVES OF THE PROJECT

To train employed and unemployed learners from Limpopo and its District and Local Municipalities on the following programmes:

Learnership, Skills Programmes, and Apprenticeship/Artisan development and Recognition of Prior Learning (RPL).

SECTION 5: SCOPE OF WORK

LEDA invites all accredited Skills Development Providers to partner in exerting below functions:

- 5.1. Develop capacity building proposals for LEDA skills development programme in line with industry needs and scares and critical skills.
- 5.2. Source funding from different skills development institutions.
- 5.3. Implement a comprehensive funding programme for LEDA.
- 5.4. Advice LEDA on the opening and closing of discretionary grant windows from various SETAs or any other funding available for skills development.

SECTION 6: PROJECT OUTCOMES/ OUTPUTS/ DELIVERABLES

Upon appointing accredited Service providers, the following shall be implemented:

- 6.1. Capacity building proposals
- 6.2. Funding proposals developed and submitted to various SETAs and other funding organisations in the skills development and training spectrum;
- 6.3. LEDA skills offering (Business and Technical) accredited with Quality Council for Trades and Occupations (QCTO);
- 6.4. Discretionary grants accessed on an annual basis;
- 6.5. Funded skills development and training programmes implemented on an annual basis;

SECTION 7: PROJECT PLAN/WORKS PROGRAM

It is expected that the skills development provider should submit a workplan for the project with clear activities and deliverables.

One accredited skills provider will be appointed per sector, and accredited skills providers may select from the following qualifications stated per sector:

Soft Skills

Qualifications					Tick qualification per sector
Saqa ID	Qualification Title	Level	Credits	Quality Partner	
101876	Occupational Certificate (OC): Management Assistant	5	316	Services SETA	
118741	OC: Small Business Consultants	5	244		
118706	OC: Marketing Coordinator	5	175		
101869	OC: Project Manager	5	240		
98959	OC: Bookkeeper	5	364	FASSET	

Qualifications					Tick qualification per sector
Saqa ID	Qualification Title	Level	Credits	Quality Partner	
104991	OC: Governance Practitioner	7	376		
118115	OC: Governance Professional	8	156		
112831	OC: Management Accounting	7	180		
118776	OC: Tax professional	8	400		
93624	OC: Tax professional	8	400		
118770	OC: Tax Technician	8	400		
94098	OC: Tax Technician	6	400		
12164	OC: Small Business Owner	4	143	W & R SETA	
103222	OC: Buyer	5	110		
121567	OC: Business Development Officer	5	230	Local Government SETA	
118775	OC: Municipal Finance Manager	8	721		
121911	OC: Business Banker	7	592	Bank SETA	
120643	OC: Legislation Facilitator	6	172	PSETA	
121929	OC: OHS Officer	4	120	HW SETA	
121930	OC: OHS Assistant	4	44		
121527	OC: OHS Practitioner	5	120		
96372	OC: Career Development Information Officer	5	120	ETDP SETA	
118774	OC: Learning and Development Advisor	7	195		
121276	OC: Learning and Development Professional	6	280		
105021	OC: Investment Advisor	6	213	INSETA	
110904	OC: Asset Protection Officer	4	25	SASSETA	
Skills Programme					Tick qualification per sector
49648	New Venture Creation	2	32	Services SETA	

Technical Skills

Qualifications					Tick qualification per sector
Saqa ID	Qualification Title	Level	Credits	Quality Partner	
118777	OC: Automotive Motor Mechanic	4	540	National Artisan Moderation Body (NAMB)	
97990	OC: Automotive Motor Mechanic	4	540		
93626	OC: Boiler maker	4	395		
93627	OC: Bricklayer	4	361		
94022	OC: Carpenter	4	360		
101697	OC: Chef	5	558		
94941	OC: Chef	4	380		
117237	OC: Diesel Mechanic	4	544		
97592	OC: Diesel Mechanic	4	540		
91761	OC: Electrician	4	360		
118110	OC: Glazier	4	540		
94023	OC: Glazier	4	360		
94021	OC: Mechanical Fitter	4	410		
94020	Fitter and Turner	4	548		
103199	Furniture Upholster	4	549		
112832	OC: Painter	4	549		
94182	OC: Vehicle Painter	4	366		
96364	OC: Panel Beater	4	583		
91782	OC: Plumber	4	360		
94100	OC: Welder	4	373		
103263	OC: Auxiliary fossil power plant operator	4	308	Energy and Water Sector Education and Training Authority (EWSETA)	
119991	OC: Cable jointer (electric cable jointer)	6	180		
99426	OC: Energy Efficiency (Energy Audit Technician)	6	119		

Qualifications					Tick qualification per sector
Saqa ID	Qualification Title	Level	Credits	Quality Partner	
103280	OC: Industrial Refrigeration Mechanic Plant Room	2	112		
102758	OC: Industrial water process operator	4	262		
102578	OC: Industrial water process controller	5	251		
119992	OC: Low voltage electric cable jointer	6	83		
104790	OC: Low voltage power line construction practitioner	4	259		
104793	OC: Medium voltage power line construction practitioner	4	291	EWSETA	
104795	OC: Medium voltage power line maintenance practitioner	4	403		
121336	OC: Waste electrical and electronic equipment small business operator	3	154		
101471	OC: Water regulation practitioner	8	216		
104882	OC: Footwear Designer	6	373	FP & M SETA	
101672	OC: Furniture Designer	7	555		
121907	OC: Furniture Machine Operator	2	54		
121988	OC: Furniture Maker	4	550		
121847	Plaster	4	560	CETA	
103199	OC: Furniture Upholster	4	549		
119979	OC: Mine Environment Control Supervisor	7	661	Mining Qualification Authority (MQA)	
99427	OC: Mineral Beneficiation Process Controller (Material Handler)	4	168		
99509	OC: Mineral Beneficiation Process Controller (Material Preparer: Lump Ore)	4	85		
99506	OC: Mineral Beneficiation Process Controller (Material Processer: Smelting)	4	100		

Qualifications					Tick qualification per sector
Saqa ID	Qualification Title	Level	Credits	Quality Partner	
117226	OC: Glass Manufacturing Process Technician	3	64	CHIETA	
109990	OC: Glass Melt Operator	3	160		
118084	OC: Glass Process Operator	3	180		
99256	OC: Crop Produce Analyst	5	265	AgriSeta	
99027	OC: Poultry Farmer	5	226		
102296	OC: Cook	4	184	CathSeta	
110371	OC: Commercial Driver	4	107	TETA	
119242	OC: Robotic Processing Automation (RPA) Developer	5	185	MICT	
120748	OC: Sound Operator	5	168		
Skills Programmes					
SP ID	Qualification Title	Level	Credits		Tick qualification per sector
SP 210602	Renewable Energy Workshop Assistant	4	24		
SP 210402	Coded Welding	4	96		
SP 210403	Plumbing Hand	3	49		
SP 191209	Wheel Balancer	2	36		
SP 191208	Shielded Metal Arc Welder	2	40		
SP 191201	Domestic Water and Drainage Pipe Repair	3	49		
SP 211004	Hot and Cold Water System Installer	4	93		
SP 191217	Bricklayer’s Assistant	1	45		
SP 191221	Basic Furniture Upholsterer	2	28		

Note that LEDA acknowledges that not all qualifications and skills programmes are registered on the QCTO website as occupational qualifications and therefore related valid legacy qualifications aligned to LEDA skills offering specified on page 2 and 3 of this document will also be accepted upon LEDA's discretion.

SECTION 8: SKILLS, EXPERTISE AND QUALIFICATION REQUIREMENTS

The successful skills development provider's project team members must have the relevant experience for the project and also expertise in training scarce and critical skills.

1. Key Project team members should have qualifications based on interventions.
2. The CV's must include qualifications, years of experience in related projects; including project names and contactable reference list (CVs and copies of qualifications must be attached).

This Table should form part of the summary while full details are also needed.

Full Names and Surname	Professional Registration	Qualification	Years of experience	Reference name and Contact Details

Note: complete the table above on qualifications (Compulsory table). Attachments will not serve as a substitute for completing the table.

NB: It is compulsory that the service providers attach CVs and qualifications.

COMPANY EXPERIENCE (COMPULSORY)

EXPERIENCE OR REFERENCE LIST OF SIMILAR WORK SUCCESSFULLY COMPLETED:

INSTITUTION NAME	PROJECT NAME /DESCRIPTION	VALUE OF PROJECT	PROJECT START & COMPLETION DATE	CONTACT PERSON & NUMBER	SUPPORTING DOCUMENT (appointment of project approval letter/External moderation reports)

Note: complete the table above on company experience (Compulsory table). Attachments will not serve as a substitute for completing the table.

NB: It is compulsory that the service provider attach the proof of similar projects executed from institutions e.g. Appointment of project approval letters and moderation reports from the institution indicating that the work was indeed executed successfully.

SECTION 9: REPORTING

The service provider must submit the monthly reports on or before the 07th of each month to LEDA on progress made.

SECTION 10: PROJECT TEAM

CV's of the project team must be included in the proposal. Project team must be available for the whole implementation of the project. In case of resignation of the member, the service provider must inform LEDA in writing. The resigned member must be replaced by a team member of the same stature in qualifications and experience.

SECTION 11: - FINANCIAL IMPLICATIONS

Upon approval of the funds, the following activities shall be undertaken by both parties (LEDA and the appointed Service provider):

- 11.1. Clear stipulation of project related responsibilities to be carried out by both parties;
- 11.2. Development of project costing;
- 11.3. Financial sharing of 50/50 on project expenses and 50/50 on profit;
- 11.4. Conclusion and signing of a Memorandum of Agreement by both parties incorporating above stated financial implication elements.

SECTION 12: - EVALUATION CRITERIA

Bid proposals will be evaluated in accordance with the 80/20 or 90/10 preference point system as contemplated in the Preferential Procurement Regulations of 2022, and all bid offers received shall be evaluated based on the following criteria:

Preference points for this bid shall be awarded for:

- a. Administrative compliance
- b. Functionality 100
- c. Specific goals Either 20 or 10

12.1. Evaluation stage one: Administrative compliance

Compliance with administrative requirements as stated in the Standard Bidding Documents and the mandatory requirements. In this evaluation stage, **all bidders that fail to meet all the requirements will be disqualified from further evaluation:**

Requirement	Comply/not comply	Disqualifying factor
Is the bidder registered on the National Treasury Central Supplier Database (CSD)		Yes
SBD Documents signed by an authorized person from the company (attached proof)		Yes
All SBD documents are completed and signed by an authorized person from the company		Yes
Proof of valid Quality Council Trades & Occupation (QCTO) accreditation		Yes
Proof of training centre ownership or lease agreement. (this applies to technical training providers)		Yes

I, (name) (Signature) am duly authorised by the bidder, and hereby confirm that I have read and completed the above mandatory requirements.

12.2. Evaluation stage two: Functionality criteria

Bidders are expected to obtain a minimum of **80** out of 100 points to qualify for further evaluation. Failure to obtain the prescribed 80 points will automatically disqualify the bidder from proceeding to the next evaluation stage. Below is a table that shows how the 100 points of functionality will be allocated.

12.2.1. Soft Skills Functionality Criteria:

CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINT TO BE AWARDED
FUNCTIONALITY			100 Points
Capability (Accreditation)			20 Points
The Company must be accredited with QCTO or any relevant SETA in line with the chosen qualifications as per Annexure A or related	Accreditation letter or certificate. And Extended Integrated Summative Assessment (EISA) Accreditation letter or certificate or MOU at least one	• Above 4 accreditations and EISA = 20 • Between 3 and 4 accreditations and EISA = 10 • Two (2) accreditations and EISA = 5 • One (1) accreditation and EISA = 0	20 Points
Qualifications and accreditation of key team members			20 Points
<i>It is mandatory that proof of involvement in the company be provided, either in the form of a signed employment letter or signed service level agreement for points to be allocated on key team members below.</i>			
The key team members should be composed of at least 5 of each of the following: • Facilitators • Assessors • Moderators • Workplace mentors	• CV and Proof of registration with the relevant SETA aligned to qualifications submitted.	• 5 X Facilitators = 5 • 4 X Facilitators = 4 • 3 X Facilitators = 3 • 2 X Facilitators = 2 • 1 X Facilitator = 1	20 Points

CRITERIA	MEANS VERIFICATION	OF POINTS	MAXIMUM POINT TO BE AWARDED
NB: maximum 1 point to be allocated per resource.		• 5 X Assessors = 5 • 4 X Assessors = 4 • 3 X Assessors = 3 • 2 X Assessors = 2 • 1 X Assessor = 1 • 5 X Moderators = 5 • 4 X Moderators = 4 • 3 X Moderators = 3 • 2 X Moderators = 2 • 1 X Moderator = 1 • 5 X Workplace mentors = 5 • 4 X Workplace mentors = 4 • 3 X Workplace mentors = 3 • 2 X Workplace mentors = 2 • 1 X Workplace mentor = 1	
Company experience and track record			45 Points
Required experience and understanding is a prerequisite. Bidders should provide: 1. Approval or appointment Letters from SETAs, National Skills Fund (NSF) or any other skills development funder in line with provided accreditations	• Approval or appointment letters.	• 5 X approval or appointment letters = 15 • 4 X approval or appointment letters = 12 • 3 X approval or appointment letters = 9 • 2 X approval or appointment letters = 6 • 1 X approval or appointment letters = 3	15 Points
2. Internal Assessment reports, Internal Moderation reports and External Moderation reports in line with approval or appointment letters at least 5 of each NB: maximum 1 point to be allocated per report	• Assessment reports • Internal Moderation reports • External Moderation reports.	• 5 X Assessment reports = 5 • 5 X Internal Moderation reports = 5 • 5 X External Moderation reports = 5 • 4 X Assessment reports = 4 • 4 X Internal Moderation reports = 4 • 4 X External Moderation reports = 4 • 3 X Assessment reports = 3 • 3 X Internal Moderation reports = 3 • 3 X External Moderation reports = 3 • 2 X Assessment reports = 2 • 2 X Internal Moderation reports = 2 • 2 X External Moderation reports = 2 • 1 X Assessment report = 1 • 1 X Internal Moderation reports = 1 • 1 X External Moderation reports = 1	15 Points
3. Statement of results (SOR) and certificates of one learner per implemented skills development programme least 5 of each NB: maximum 1 point to be allocated per SOR and certificate	• SORs • Learner Certificates (Issued by QCTO or the relevant SETA).	• 5 X SORs = 5 • 5 X Learner Certificates (Issued by QCTO or the relevant SETA) = 5 • 4 X SORs = 4 • 4 X Learner Certificates (Issued by QCTO or the relevant SETA) = 4 • 3 X SORs = 3 • 3 X Learner Certificates (Issued by QCTO or the relevant SETA) = 3	10 Points

CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINT TO BE AWARDED
		• 2 X SORs = 2 • 2 X Learner Certificates (Issued by QCTO or the relevant SETA) = 2 • 1 X SORs = 1 • 1 X Learner Certificates (Issued by QCTO or the relevant SETA) = 1	
4. 5 X Proof of Placements, each representing implemented project. NB: maximum 1 point to be allocated per workplace evidence	• Workplace commitment letters or Workplace agreements.	• 5 X Workplace commitment letters or Workplace agreements = 5 • 4 X Workplace commitment letters or Workplace agreements = 4 • 3 X Workplace commitment letters or Workplace agreements = 3 • 2 X Workplace commitment letters or Workplace agreements = 2 • 1 X Workplace commitment letters or Workplace agreements = 1	5 Points
Project management			15 Point
Implementation plan and closeout report from either of the implemented programmes as per Approval or appointment letters attached at least one of each.	• Previous Implementation plan and closeout report.	• 1 X Implementation plan = 7.5 • 1 X closeout report = 7.5	15 Points
TOTAL			100

12.2.2. Technical Skills Functionality Criteria:

CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINT TO BE AWARDED
FUNCTIONALITY			100 Points
Capability (Accreditation)			20 Points
The Company must be accredited with QCTO or any relevant SETA in line with the chosen qualifications as per Annexure A or related	Accreditation letter or certificate. And Trade test accreditation letter or certificate (Technical Skills)	- Above 4 accreditations and trade test = 20 - Between 3 and 4 accreditations and trade test = 10 - Two (2) accreditations and trade test = 5 - One (1) accreditation and trade test = 0	20 Points
Qualifications and accreditation of key team members			20 points
<i>It is mandatory that proof of involvement in the company be provided, either in the form of a signed employment letter or signed service level agreement for points to be allocated on key team members below.</i>			
The key team members should be composed of at least 2 of each of the following per trade: - Facilitators - Assessors - Moderators - Workplace mentors NB: maximum 2.5 point to be allocated per resource.	CV and Proof of registration with the relevant SETA aligned to qualifications submitted.	2 X Facilitators = 5 1 X Facilitator = 2.5 2 X Assessors = 5 1 X Assessor = 2.5 2 X Moderators = 5 1 X Moderator = 2.5 2 X Workplace mentors = 5 1 X Workplace mentors = 2.5	20 Points
Company experience and track record			45 Points
Required experience and understanding is a prerequisite. Bidders should provide: 1. Approval or appointment Letters from SETAs, National Skills Fund (NSF) or any other skills development funder in line with provided accreditations	Approval or appointment letters.	5 X approval or appointment letters = 15 4 X approval or appointment letters = 12 3 X Approval or appointment letters = 9 2 X approval or appointment letters = 6 1 X approval or appointment letters = 3	15 Points
2. Internal Assessment reports, Internal Moderation reports and External Moderation reports in line with approval or appointment letters at least 5 of each NB: maximum 1 point to be allocated per report	- Assessment reports - Internal Moderation reports - External Moderation reports.	5 X Assessment reports = 5 5 X Internal Moderation reports = 5 5 X External Moderation reports = 5 4 X Assessment reports = 4 4 X Internal Moderation reports = 4 4 X External Moderation reports = 4 3 X Assessment reports = 3 3 X Internal Moderation reports = 3 3 X External Moderation reports = 3 2 X Assessment reports = 2 2 X Internal Moderation reports = 2 2 X External Moderation reports = 2 1 X Assessment report = 1 1 X Internal Moderation reports = 1 1 X External Moderation reports = 1	15 Points

CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINT TO BE AWARDED
3. Statement of results (SOR) and certificates of one learner per implemented skills development programme least 5 of each NB: maximum 1 point to be allocated per SOR and certificate	- SORs - Learner Certificates (Issued by QCTO or the relevant SETA).	5 X SORs = 5 5 X Learner Certificates (Issued by QCTO or the relevant SETA) = 5 4 X SORs = 4 4 X Learner Certificates (Issued by QCTO or the relevant SETA) = 4 3 X SORs = 3 3 X Learner Certificates (Issued by QCTO or the relevant SETA) = 3 2 X SORs = 2 2 X Learner Certificates (Issued by QCTO or the relevant SETA) = 2 1 X SORs = 1 1 X Learner Certificates (Issued by QCTO or the relevant SETA) = 1	10 Points
4. 5 X Proof of Placements, each representing implemented project. NB: maximum 1 point to be allocated per workplace evidence	Workplace commitment letters or Workplace agreements.	5 X Workplace commitment letters or Workplace agreements = 5 4 X Workplace commitment letters or Workplace agreements = 4 3 X Workplace commitment letters or Workplace agreements = 3 2 X Workplace commitment letters or Workplace agreements = 2 1 X Workplace commitment letters or Workplace agreements = 1	5 Points
Project management			15 Points
Implementation plan and closeout report from either of the implemented programmes as per Approval or appointment letters attached at least one of each.	- Previous Implementation plan and - Closeout report.	1 X Implementation plan = 7.5 1 X closeout report = 7.5	15 Points
TOTAL			100

12.3. Evaluation stage three: specific goals

Either the 80/20 or 90/10 preference point system will apply and the highest acceptable tender will be used to determine the applicable preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Means of verification
Black people ownership	6		3		Central Supplier Database and company registration documents
Women equity	3		2		Central Supplier Database and company registration documents
Youth equity	3		1		Central Supplier Database and company registration documents
Disability	2		1		Medical certificate or equivalent
Promotion of small businesses	3		2		Staff complement and annual turnover
Enterprises located within Limpopo	3		1		Proof of address
TOTAL	20		10		

12.4. Criteria for breaking deadlocks in scoring

- 12.4.1. If two or more tenderers score an equal total number of points, the contract shall be awarded to the tenderer that scored the highest points for specific goals.
- 12.4.2. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.
- 12.4.3. If functionality is part of the evaluation process and two or more tenders score equal total points and equal points for specific goals, the contract shall be awarded to the tenderer who scored highest points for functionality.

SECTION 13: VALIDITY PERIOD

The bid offers and proposals should be valid and open for acceptance by LEDA for a period of **180** days from the date of submission.

SECTION 14: CONTRACT AWARD

- 14.1. LEDA reserves the right to accept any proposal submitted or reject all proposals.
- 14.2. LEDA reserves the right to reject proposals where parties cannot agree on material terms of the agreement.
- 14.3. The successful service provider will be required to sign a Service Level Agreement (SLA) to govern the business relationship.
- 14.4. LEDA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid.

SECTION 15: TERMINATION OF CONTRACT

- 15.1. LEDA reserves the right to terminate the agreement with 30 days written notice to the successful bidder subject to the following:
 - 15.1.1. The successful bidder fails to perform in accordance with the specified service requirements as set out in the RFP;
 - 15.1.2. The successful bidder fails to provide the service required written explanation;
 - 15.1.3. The successful bidder otherwise violates the provisions of the RFP to a substantial degree.

SECTION 16: SPECIAL CONDITIONS

- 16.1. LEDA reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 16.2. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.
- 16.3. The following are the conditions under which the bid can be cancelled or withdrawn:
 - 16.3.1. Due to changed circumstances, there is no longer a need for these services; or
 - 16.3.2. Funds are no longer available to cover the total envisaged expenditure; or
 - 16.3.3. No acceptable bids are received;
 - 16.3.4. Negotiating a fair market price has failed; or
 - 16.3.5. There is a material irregularity in the tender process.
- 16.4. In the case of sub-contracting or joint venture agreement, LEDA will enter into a single contract with the principal bidder.
- 16.5. LEDA shall conduct site verification to confirm availability of the facilities (**this applies to technical training**) of the recommended bidder to confirm the following:
 - 16.5.1. **Location:** Address as stated on the accreditation letter.
 - 16.5.2. **Training Facilities:** Technical training Centre establishment, Reception area (optional), Two offices and above, Training Workshop per trade, Trade test workshop
 - 16.5.3. **Equipment and Machinery:** Equipment relevant to the trade applied for and machinery.

- 16.6. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 16.7. The bid document must strictly be completed with unerasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 16.8. Bid documents should be deposited in the tender box situated at 1 Main Road Lebowakgomo on or before **02 August 2024 at 11h00** which is the closing date for this bid.
- 16.9. This request for bid document contains confidential information about LEDA, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 16.10. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LEDA.
- 16.11. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 16.12. References to LEDA must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LEDA.
- 16.13. It is the responsibility of the bidder to ensure that LEDA can receive and open the submitted proposal (electronic and otherwise).

SECTION 17: CLARIFICATION / QUERIES

- 17.1. The process of clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspects concerning the bid will be done in writing (letter, facsimile or e-mail).
- 17.2. Telephonic requests for clarification will not be considered.
- 17.3. The cut-off date for queries is **30 July 2024** at 16h00.
- 17.4. The bid reference number should be quoted in all correspondence.
- 17.5. Queries must be directed to Mr Santy Mkhabela at santy.mkhabela@leda.co.za .
- 17.6. Queries received will be responded to within two days of receipt.

Proposals and supporting documentation must be placed in the Tender Box in a sealed envelope at Limpopo Economic Development Agency, Enterprise Development House, Main Road, Lebowakgomo, 0739.

ANNEXURE A: QUALIFICATIONS REQUIRED

A.1. Soft Skills Required Accreditation for Qualifications and Skills Programmes

Qualifications					Skills Programmes				
Saqa ID	Qualification Title	Level	Credits	Quality Partner	Saqa ID	Qualification Title	Level	Credits	Quality Partner
101876	Occupational Certificate (OC): Management Assistant	5	316	Services SETA	49648	New Venture Creation	2	32	Services SETA
118741	OC: Small Business Consultants	5	244						
118706	OC: Marketing Coordinator	5	175						
101869	OC: Project Manager	5	240						
98959	OC: Bookkeeper	5	364	FASSET					
104991	OC: Governance Practitioner	7	376						
118115	OC: Governance Professional	8	156						
112831	OC: Management Accounting	7	180						
118776	OC: Tax professional	8	400						
93624	OC: Tax professional	8	400						
118770	OC: Tax Technician	8	400						
94098	OC: Tax Technician	6	400						
12164	OC: Small Business Owner	4	143	W & R SETA					
103222	OC: Buyer	5	110						
121567	OC: Business Development Officer	5	230	Local Government SETA					
118775	OC: Municipal Finance Manager	8	721						
121911	OC: Business Banker	7	592	Bank SETA					

Qualifications					Skills Programmes				
120643	OC: Legislation Facilitator	6	172	PSETA					
121929	OC: OHS Officer	4	120	HW SETA					
121930	OC: OHS Assistant	4	44						
121527	OC: OHS Practitioner	5	120						
96372	OC: Career Development Information Officer	5	120	ETDP SETA					
118774	OC: Learning and Development Advisor	7	195						
121276	OC: Learning and Development Professional	6	280						
105021	OC: Investment Advisor	6	213	INSETA					
110904	OC: Asset Protection Officer	4	25	SASSETA					

A.2. Technical Skills Required Accreditation for Qualifications and Skills Programmes

Qualifications						Skills Programmes (SP)		
Saga ID	Qualification Title	Level	Credits	Quality Partner	SP ID	Qualification Title	Level	Credits
118777	OC: Automotive Motor Mechanic	4	540	National Artisan Moderation Body (NAMB)	SP 210602	Renewable Energy Workshop Assistant	4	24
97990	OC: Automotive Motor Mechanic	4	540		SP 210402	Coded Welding	4	96
93626	OC: Boiler maker	4	395		SP 210403	Plumbing Hand	3	49
93627	OC: Bricklayer	4	361		SP 191209	Wheel Balancer	2	36
94022	OC: Carpenter	4	360		SP 191208	Shielded Metal Arc Welder	2	40

Qualifications					Skills Programmes (SP)			
Saga ID	Qualification Title	Level	Credits	Quality Partner	SP ID	Qualification Title	Level	Credits
101697	OC: Chef	5	558		SP 191201	Domestic Water and Drainage Pipe Repair	3	49
94941	OC: Chef	4	380		SP 211004	Hot and Cold Water System Installer	4	93
117237	OC: Diesel Mechanic	4	544		SP 191217	Bricklayer's Assistant	1	45
97592	OC: Diesel Mechanic	4	540		SP 191221	Basic Furniture Upholsterer	2	28
91761	OC: Electrician	4	360					
118110	OC: Glazier	4	540					
94023	OC: Glazier	4	360					
94021	OC: Mechanical Fitter	4	410					
94020	Fitter and Turner	4	548					
103199	Furniture Upholster	4	549					
112832	OC: Painter	4	549					
94182	OC: Vehicle Painter	4	366					
96364	OC: Panel Beater	4	583					
91782	OC: Plumber	4	360					
94100	OC: Welder	4	373					
103263	OC: Auxiliary fossil power plant operator	4	308					
119991	OC: Cable jointer (electric cable jointer)	6	180					

Qualifications					Skills Programmes (SP)			
Saga ID	Qualification Title	Level	Credits	Quality Partner	SP ID	Qualification Title	Level	Credits
99426	OC: Energy Efficiency (Energy Audit Technician)	6	119	Energy and Water Sector Education and Training Authority (EWSETA)				
103280	OC: Industrial Refrigeration Mechanic Plant Room	2	112					
102758	OC: Industrial water process operator	4	262					
102578	OC: Industrial water process controller	5	251					
119992	OC: Low voltage electric cable jointer	6	83					
104790	OC: Low voltage power line construction practitioner	4	259					
104793	OC: Medium voltage power line construction practitioner	4	291	EWSETA				
104795	OC: Medium voltage power line maintenance practitioner	4	403					
121336	OC: Waste electrical and electronic equipment small business operator	3	154					

Qualifications					Skills Programmes (SP)			
Saga ID	Qualification Title	Level	Credits	Quality Partner	SP ID	Qualification Title	Level	Credits
101471	OC: Water regulation practitioner	8	216					
104882	OC: Footwear Designer	6	373	FP & M SETA				
101672	OC: Furniture Designer	7	555					
121907	OC: Furniture Machine Operator	2	54					
121988	OC: Furniture Maker	4	550					
121847	Plaster	4	560	CETA				
103199	OC: Furniture Upholster	4	549					
119979	OC: Mine Environment Control Supervisor	7	661	Mining Qualification Authority (MQA)				
99427	OC: Mineral Beneficiation Process Controller (Material Handler)	4	168					
99509	OC: Mineral Beneficiation Process Controller (Material Preparer: Lump Ore)	4	85					
99506	OC: Mineral Beneficiation Process Controller (Material	4	100					

Qualifications						Skills Programmes (SP)		
Saga ID	Qualification Title	Level	Credits	Quality Partner	SP ID	Qualification Title	Level	Credits
	Processor: Smelting)							
117226	OC: Glass Manufacturing Process Technician	3	64	CHIETA				
109990	OC: Glass Melt Operator	3	160					
118084	OC: Glass Process Operator	3	180					
99256	OC: Crop Produce Analyst	5	265	AgriSeta				
99027	OC: Poultry Farmer	5	226					
102296	OC: Cook	4	184	CathSeta				
110371	OC: Commercial Driver	4	107	TETA				
119242	OC: Robotic Processing Automation (RPA) Developer	5	185	MICT				
120748	OC: Sound Operator	5	168					

Note that LEDA acknowledges that not all qualifications and skills programmes are registered on the QCTO website as occupational qualifications and therefore related valid legacy qualifications aligned to LEDA skills offering specified on page 2 and 3 of this document will also be accepted upon LEDA's discretion.

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 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 analyse

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 inspections 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 analysed 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. Packaging

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. Contracts 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 these 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 not exceeding 10 years.

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governance language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.