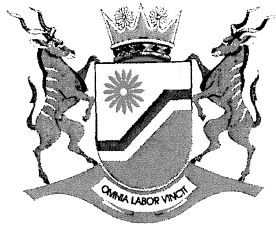


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO- OPERATIVE GOVERNANCE &TRADITIONAL AFFAIRS

BID NUMBER: CGT/095/23/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS

ISSUED BY:

Department of Co- Operative Governance & Traditional affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS							
BID NUMBER:	CGT/095/23/MP	CLOSING DATE: 14 JULY 2023	CLOSING TIME:	12h00			
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr. SS Kunene			CONTACT PERSON	Mr TW Sibanyoni		
TELEPHONE NUMBER	013 766 6591			TELEPHONE NUMBER	013 766 6345		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	SKunene@mpg.gov.za			E-MAIL ADDRESS	tsibanyoni@mpg.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	☐ Yes ☐ No				☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
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 THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS



co-operative governance
& traditional affairs
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

1. BACKGROUND

Mpumalanga Province consists of three (03) District Municipalities with 17 Local Municipalities collectively.

2. The three (03) districts are spread as follows:

1. Ehlanzeni District municipality
2. Nkangala District municipality
3. Gert Sibande District

Within each District Municipality the following Local municipalities are found as depicted below:

(1) Ehlanzeni District Municipality: -

- a) Bushbuckridge Local Municipality
- b) City of Mbombela Local Municipality
- c) Thaba Chweu Local Municipality
- d) Nkomazi Local Municipality

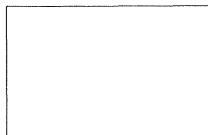
(2) Gert Sibande District Municipality: -

- a) Msukaligwa Local Municipality
- b) Lekwa Local Municipality
- c) Dr. Pixley ka Isaka Seme Local Municipality
- d) Dipaleseng Local Municipality
- e) Chief Albert Luthuli Local Municipality
- f) Govan Mbeki Local Municipality
- g) Mkhondo Local Municipality

(3) Nkangala District Municipality: -

- a) Emalahleni Local Municipality
- b) Emakhazeni Local Municipality
- c) Steve Tshwete Local Municipality
- d) Dr.JS. Moroka Local Municipality
- e) Victor Khanye Local Municipality
- f) Thembisile Hani Local Municipality

Department of Co-operative Governance and Traditional Affairs has got a mandate, as enshrined in the Constitution of South Africa, 1996, section 154(1), to support and strengthen



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

the capacity of municipalities to manage their own affairs, to exercise their powers and to perform their functions.

3. SCOPE OF SERVICES

3.1 The minimum requirements that the service provider will be expected to adhere to, to conduct the skills audits across local government, are to:

3.1.1 Report to a Project Management Unit and the committee in terms of all deliverables and allow members of said project management unit and the committee to have observer status in the skills audit process, which they must personally, formally arrange with the service providers in advance of actual interviews or focus group discussions.

3.1.2 Take responsibility for the following, in consultation with the project management unit:

- (a) Compiling and implementing a communication strategy.
- (b) Providing progress reports.
- (c) Establishing guidelines for the number of employees per occupational level, per functional area to deliver services of an acceptable level.
- (d) Preparing a schedule, which determines the scope of municipal functions links functions to professions and includes legislated registration requirements.
- (e) Determining norms and standards with due regard to municipal functions.
- (f) Undertaking a review in terms of what has been done re. skills audits in local government.
- (g) Compiling national, generic occupational competency profiles for the remaining occupations and refining them as well as the 10 that have been developed, with due regard to skills audit findings.
- (h) Compiling middle and junior managerial competency frameworks and refining them and the senior management competency framework, already developed, with due regard to skills audit findings.
- (i) Compiling competency assessment tool kits, such as structured questionnaires, in-basket, case study and related exercises.
- (j) Conducting the skills audit in the municipalities.
- (k) Verifying qualifications of all officials in the municipality.
- (l) Analyzing the data obtained to determine competence gaps.
- (m) Comparing the data obtained to the guidelines, for the required number of employees per occupation and the schedule, linking various professions, to determine those gaps.

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- (n) Determining integration between skills development and other human resource functions, collating information on human resource policies and systems and determining best practise and gaps in this regard.
- (o) Establishing the outline of a local government qualifications/ learning framework based on the documents used to conduct the skills audit, such as the occupational competency profiles and managerial competency frameworks.
- (p) Determining the minimum requirements for a local government competency development information management system.

3.1.3 Adopt the following methodology to conduct the skills audit:

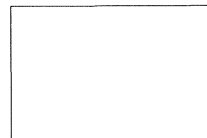
- (a) Prior to conducting the skills audit finalise the work in terms of items 3.1.2
- (b) (a), (c), (d), (e), (f), (g), (h), (i) and [(b) on a monthly basis].
- (c) 3.1.4 Comparing job descriptions with competency profiles and managerial competency frameworks and identifying gaps.
- (d) Analysing the data.
- (e) Comparing the data to -
 - a. the framework containing the alignment of functions to service delivery standards (acceptable level of service); and
 - b. the schedule which links professions to functions and identifying gaps

3.1.4 Compile scientifically established guidelines, proposing the number of employees required, per occupation / profession, for providing an acceptable level of service in relation to the number of households, a municipality is responsible for providing services to. This should enable the:

- (a) Stipulation of the number of employees required, per municipality, to deliver an acceptable level of service to the required number of households, with a percentile breakdown per occupational category linked to municipal functions.
- (b) Specification of the scope of each municipal job function, in terms of levels (linked to salaries).
- (c) Alignment of municipal job functions to service delivery standards (acceptable level of service), which entails linking standards to services (in line with the key performance area indicators developed in the Draft Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006).

3.1.5 A sector competence outline for each local government occupation (profession), per level and each managerial level (defined in terms of salary), based on job and competence requirements, which includes:

- (a) Taking cognisance of the following:



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- a. Local government and other public service legislation.
- b. The Department of Public Service and Administration's Middle Management Competency Framework.
- c. The Department of Public Service and Administration's Code of Remuneration (CORE).
- d. Financial Competency regulations to be published by the National Treasury,
in compiling the occupational competency profiles and managerial competency frameworks.
- (b) The refinement of the occupational competency profiles and managerial competency frameworks, with due regard to skills audit findings (not based on employees' opinions).
- (c) Compiling and submitting a handbook for each of the categories listed below, to the municipality, the **dplg**, LGSETA and SALGA, containing –
 - a. benchmarked requirements for the number of employees, per occupational category, to fulfil a specific service per household;
 - b. a schedule linking occupations / professions to functions and associated registration requirements;
 - c. a senior, middle and junior managerial competency framework (in the proposed format – item 1.3.2 refers);
 - d. occupational competency profiles, per skills development typology for all occupational categories and levels (in the proposed format – item 3.1.2 refers); and
 - e. generic job descriptions for all occupational categories per level (as contained in the Draft Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006).

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

4 SPECIAL CONDITIONS

- 4.1. Develop a skills and competency framework for all workforce segments.)
- 4.2. Determine skills and competency gaps between future skill requirements and current employee skill sets
- 4.3. Determine scarce and critical skills for the segments of the Municipalities concerned.
- 4.4. Determine personal development plans (PDP's)
- 4.5. Develop an organizational training plan based on the outcomes of the skills and competency assessment process to address the skills gaps identified and the current needs
- 4.6. Determines skills and competencies of the current employees of the organization
- 4.7. Determine skills, competencies and qualifications required to effectively deliver on the operational requirement of the organization
- 4.8. Determine the skills and competence gaps between the skills requirements and current employee skills sets
- 4.9. Determine critical and scarce skills for the Municipalities concerned.

5. Skills Audit Deliverables

5.1. Approach and Methodology

- 5.1.1. A comprehensive methodology, framework and approach to be followed for the skills audit
- 5.1.2. On-line assessment tool (if applicable) should be aligned to the municipality infrastructure
- 5.1.3. Comprehensive but consolidated development trends reports (across the individuals

5.2. Determine skills demand report

- 5.2.1. Utilize strategic documents to determine the skills and qualifications required to fulfil the municipality operational demands (Analysis of municipality architecture, qualifications, experience and competency requirements to effectively execute the municipality mandate and newly authorized five year organizational strategy).

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

5.3. Determine skills supply report

- 5.3.1. Utilize proven methodology to determine the “*As-Is*” *skills supply* (existing qualifications, skills, competencies and- municipalities staff)

5.4. Determine skills gap report

- 5.4.1. Perform a comparative study of the skills supply versus the skills demand thus determining the skills gap and compile a comprehensive report

- 3.1 The shortlisted bidders will be provided with details regarding the investigations and invited to present their approach / proposal to a panel of the Department (CoGTA).

6 EVALUATION PROCESS - The evaluation process comprises of the following phases

6.1 Phase I: Initial screening process

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

6.1.1 COMPULSORY BID REQUIREMENTS

To be considered responsive, bidders must submit a valid offer along with the required compulsory documents before or on the closing date and time of bid. **Failure to submit the following will invalidate the bid. It is emphasised that a duly completed and signed (each page initialled), original Bid document must be submitted to avoid disqualification:**

- i. Bid document which reflects and original stamp from the Central Supply Chain Management office.
- ii. Copy of company registration;
- iii. Joint venture agreements (if applicable); and in the case of a joint venture: supporting documentation for each company forming part of the agreement; a copy a business registration certificate and original & Valid Tax Clearance Certificate.
- iv. Evidence of the necessary registration or affiliations to relevant professional bodies;
- v. Signed Terms of Reference with each page initialled;
- vi. Methodology for the Project proposal execution;
- vii. Certified Fraud investigators;
- viii. Completed and signed SBD1 form;
- ix. Completed and signed SBD4 form – suppliers whom have not disclosed their interest or whom have disclosed false information shall not be considered (N/A for contract suppliers on services of agreed Rates

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- x. Completed and signed SBD6.1 form; Specific goals points claim only) points claimed or indicated by the supplier with proof where applicable, should there be no proof attached where applicable, service provider will not be disqualified but will merely score a zero under possible maximum of 20);
- xi. Certified copy of business Registration Certificate;
- xii. Certified Copies of Identity Documents of Directors / partners / shareholders of the Business.
- xiii. List of contactable reference for similar work or / and services undertaken;
- xiv. Bidders must be registered on the National Treasury's Central Supplier Database;

6.1.2 Company Experience in conducting Skills Audit by providing:

- Comprehensive Company Profile indicating a minimum of five years' experience in Skills Audits.
- Three contactable referees with documentary evidence (Testimonials, Reference Letters or Certificate of Completion) indicating the successful completion of a Skills Audit project.

6.1.3 Team Members Experience in conducting Skills Audits by providing:

- Team Leader: Documentary proof indicating the track record of at least five years' experience in skills audits depicted in a Curriculum Vitae. Bidder must provide certified copies of relevant academic qualifications clearly indicating the minimum achievement at NQF Level 7 Degree.
- Team Members: Documentary proof indicating the track record of at least one years' experience in skills audit depicted in a Curriculum Vitae. Bidder must provide certified copies of relevant academic qualifications clearly indication achievement at NQF Level 6 Diploma.
- The Bidder must provide proof of South African Qualification Authority (SAQA) evaluation and verification for qualifications achieved in a foreign country (*in case of foreign qualifications*).

6.1.4. Skills Audit Project Approach and Methodology

- Bidder must submit a proposed Approach and Methodology as well as a project plan with timelines on delivering the Skills Audit.

6.1.6 Skills Transfer

- The Bidder must provide a documented Skills Transfer Plan for the Municipalities' employees.

6.1.7 Pricing Schedule

- The bidder must provide pricing on a Bid Pricing Structure provided, in case of insufficient space, attach crystal annexure.

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- Your company profile must be a maximum of 5 pages and address the following areas / headings in the following order:

6.3. Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

The panel members will individually evaluate the responses received against the following criteria as set out below

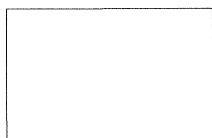
- Minimum threshold on functionality is 65% to qualify for the next evaluation phase of price and Departmental specific goals.

EVALUATION CRITERIA

No	Functionality Criteria	Weight	Documents to be submitted	Points Allocation	SCORE
1	Company Track Record	25	*Number of similar successful projects delivered to organizations with 300 to 500 employees. *Documentary proof from three contactable referees (Reference Letter/Testimonials) that the bidder successfully executed similar projects in the past five years. *Documentary proof from three contactable referees (Reference Letter/Testimonials) that the bidder successfully executed similar projects in the past five years. Documentary proof must include the following:	5 point = 1 – 2 similar projects 10 points= 3 similar projects 10 points = 4 or more similar projects	

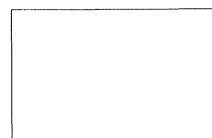
TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

			*Company name on a letterhead *Full Contact Details of Company *Nature of service rendered Date service rendered (start and end date)		
2	Company Resources	15	- Resources Structure – Provide a detailed resources structure that will render services to Municipalities - Skills Audit Team Member's Profile – Basic functional Structure depicting the team that will be dealing with the day-to-day issues in the skills audit project. - Roles and Responsibilities – Prepare the roles and responsibilities of the team members responsible for preparing, conducting, and administering the project. Profile of Team Leader: Documentary proof indicating the track record of at least five years' experience in skills audit and project management depicted in a Curriculum Vitae. Bidder must provide academic qualifications clearly at NQF Level 7.	Project Team Leader has: 5 Points = Less than five (05) years' experience 10 Points= five (05) years' experience or more experience	



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

3	Company Resources [Team leaders' profile(s)]	10	Profile of Team Members: Documentary proof indicating the track record of at least one years' experience in skills audit and project management depicted in a Curriculum Vitae. Bidder must provide academic qualifications of team members clearly at NQF Level 6.	Project Team members have: 0 Point = Less than one years' experience 5 Points = one (01) years' experience to 3 years 10 Points = more than four (02) years' experience	
4	Proposed Methodology Plan and Work Approach [Proposal & Methodology]	25	Proposed Approach and Methodology – Detailed explanation of the methodology in terms of the scope and linkage to the specific output with specific reference to ○ Skills Demand ○ Skills Supply ○ Skills Gaps ○ Production of final report	5 Point = The approach and methodology include some elements and is not clearly defined 10 Points = The approach and methodology include all the required elements as clearly defined 25 Points = The approach and methodology is comprehensive and clearly defined and exceeds expectations	



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

5	Project Plan	25	Project Plan – Provide a detailed project plan with clear presentation of activities and timelines	5 Point = The project plan includes some elements and is not clearly defined 10 Points = The project plan includes all the required elements as clearly defined 15 Points = The project plan is comprehensive and clearly defined and exceeds expectations.	
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6.3.1. The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee (BEC) in accordance with the aforementioned criteria.

6.3.2 The Bids that fail to achieve a minimum of **65 points** for functionality will be disqualified or eliminated.

6.3.3 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

6.4 Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The bid will be evaluated in in accordance with the Preferential Procurement Policy Framework, (PPPFA) 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022 (PPR) together with all applicable and relevant Legislation and Instruction Note(s). (80 points for price and 20 points for the departmental specific goals
- c) The following formula will be used to calculate the points for price in respect of this bid:

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

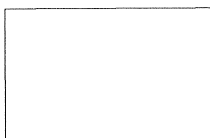
P min

Where

P_s= Points scored for comparative price of bid under consideration

P_t= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- d) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
 - The bidded price (maximum 80 points)
 - specific goals (maximum 20 points)
- e) The department reserves the right to arrange contracts with more than one contractor.
- f) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022,
- g) Evaluation will be according to the preference points claimed for departmental specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system).

A maximum of 20 points may be awarded to a bidder for specific goals

6.4.2 Calculation of points for Departmental Specific Goals

Points will be awarded to a bidder for a contribution in accordance with the table below:

The specific goals allocated points in terms of this tender/RFQ	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)
Woman		03 points		
Disabled; Attach Proof		03 points		
Youth		07 points		
Locality: Mpumalanga province (Attach Proof of Company Business Address)		07 points		
Total Points		20 Points		

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

7 PRICING SCHEDULE

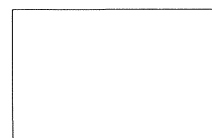
APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT SKILLS AUDIT FOR COGTA			
No	Description	Quantity	Unit Price
1	Pre-Audit As is Analysis	1	
2	Competency Framework/ Matrixes	1	
3	Develop Skills Audit Tools	1	
4	Skills Audit and Data Analysis	1	
5	Skills Audit Report (Dashboard)	1	
6	<u>Rate per category of employees</u> (Hourly Rate)	1	
		* Clerks	1
		*Admin officers	1
		*Junior managers	1
		*Middle management	1
		*Senior managers	1
		*Executives	1
7	Development of the Training Plan/ Individual Skills	1	
8	Training and Skills Transfer (Please <u>no</u> value or cost attached in skills transfer)	1	
9	Final Report Presentation and Close up report	1	
10	Disbursements	1	
SUB - TOTAL			
VAT at 15%			
GRAND TOTAL			

8 FORMAT OF PROPOSAL

All proposals are to respond to requirements as per the Terms of Reference (TOR).
All proposals should be clearly indexed and easy to read.

9 DOCUMENTATION AND CONFIDENTIALITY.

Material and data produced within the context of the projects whether in hard, digital and/or video format shall be the property of the Department of CoGTA and Municipality concerned.



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

10. LEGAL STATUS OF THE BIDDER

It is essential for the purpose of entering into a legal contract that Bidders state on the Official Bid document on SBD 1, under "Name and Address of Bidder", their full legal status:

- (i) the full registered name of the company making a bid; or
- (ii) if the bidder is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor

11. VALIDITY PERIOD

The validity of this bid will be **90** days after the closing date, hence offers must remain valid for this period unless otherwise.

12. BID CONDITIONS

- i) The Department is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection;
- ii) The Department reserves the right to call for presentations or interviews with short listed bidders before final selection;
- iii) The Department reserves the right to negotiate price with the preferred bidder/s;
- iv) The lowest or any bidder will not necessary be accepted and the Department reserves the right to accept the whole or part of any bid;
- v) The Department reserves the right to appoint more than one Service Provider;
- vi) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered; and
- vii) Late and incomplete bids will not be considered.
- viii) An original and valid Tax Clearance Certificate (also note special conditions in this regard)
- ix) Copy of VAT registration certificate, if registered as VAT Vendor
- x) The bid document should be duly completed in black ink and signed (each page initialled). Any use of tippex or similar products on the bid document will be nullify the bid;
- xi) Any false information provided; or misrepresentation will result in a bid being dis-qualified from further evaluation.

13. OUTCLAUSE

13.1 The Department reserves the right not to appoint if suitable candidates are not found at the discretion of the Department.

13.2 The Department reserves the right to appoint one or more service providers.

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

PART A OF CONTRACT

14. General Conditions of the Contract

For purposes of this Contract, the General Conditions of Contract applicable herein, shall be the prescribed revised General Conditions of Contract (Practice Note SCM 1 of 2003) as posted on the National Treasury's website.

PART B OF CONTRACT

15. SPECIAL CONDITIONS OF THE CONTRACT

15.1 The Service Provider undertakes to provide the skills audit services to the Department on rates and purchase order basis as and when required as specified in the attached Price Schedule.

15.2 The Service Provider hereby undertakes that it shall diligently and professionally exercise its obligations in respect of this Contract to ensure that the provision of skills audit services to the Municipalities.

15.3 In performing its duties under this Contract the Service Provider shall comply with all applicable and relevant Laws and Regulations.

16. PAYMENTS

16.1 The provision of Forensic Investigation services to the Municipalities shall be provided by the Service Provider at a needs/ as-and-when basis required, and with an all-inclusive standard rates fee (inclusive of Value Added Tax and disbursements) as per the attached Approved Price Schedule of Services including Schedule 2 , which standard rates fee shall be paid to the Service Provider for the provision of Printing and other related services, actually provided.

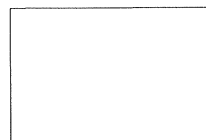
16.2 No service should be rendered by the Service Provider to the Municipalities without an approved official purchase order or written consent from authorised signatories. The Department will not be liable for any service without such approval.

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

- 16.3 Payment to the Service Provider shall be affected by the Department within 30 (thirty) days of submission of invoices to the Department, which are subject to the approval of acceptable services by the Department. No part payments shall be made to the Service Provider.
- 16.4 The Service Provider shall immediately notify the Department of any changes in the banking details and shall submit a valid and updated tax clearance certificate to the Department.
- 16.5 The Service Provider must, in order to ensure timeous payment by the Department, keep its tax matters compliant with relevant tax legislation and ensure that its registration with the Central Supplier Database remains valid.
- 16.6 The Service Provider must disclose, at any stage after constitution of the Contract, whether they are sub-contracting all or any portion of the services, which sub-contracting will be subject to prior negotiation with and written approval by the Head: Co-operative Governance and Traditional Affairs, who will instruct the Service Provider on the procedure for such negotiation and the approvals required in the process. Any services, procured on sub-contracting basis, without the involvement of the Head: Co-operative Governance and Traditional Affairs, will not be re-imbursed.
- 16.7 This is a performance-based Contract and the Service Provider's performance shall be measured and assessed in terms of the deliverables as reflected in clause 4 above; failure to meet the required standard by the Service Provider, the Department shall-
- 16.7.1 Notify the Service Provider in writing within 7 (seven) days from date of assessment to rectify the unsatisfactory performance; and
- 16.7.2 The Service Provider must rectify the unsatisfactory performance within 7 (seven) days from the notification at no extra cost.

17. SPECIFIED CONDITIONS

- 17.1 The Service Provider must adhere to the following specified conditions:
in performing its duties under this Contract, the Service Provider shall comply with all relevant laws and regulations.



TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

18. NATURE OF RELATIONSHIP

- 18.1 The nature of relationship between the Department and the Service Provider is that of an independent Service Provider and the employees of the Service Provider shall not be construed to be the employees, agents or representatives of the Department.
- 18.2 The Service Provider further acknowledges that it shall be held liable for any damages caused to assets of the Department caused by its employees.
- 18.3 The Service Provider further acknowledges that it shall take no instructions from any official of the Department other than the Department's representative from the Directorate Supply Chain Management and all queries, correspondence and purchase orders on behalf of the Department will be handled by the Director: Supply Chain Management or her delegate.

19. INDEMNITY

The Service Provider indemnifies and holds the Department harmless against any claim resulting from damages to or loss of property or injury or death of any person occurring whilst providing the services and whether or not such damages, loss, injury or death should be the result of any act or omission on the part of the Service Provider, its employees, agents, or any other person.

20. TERMINATION OF CONTRACT

- 20.1 Notwithstanding any other provisions, either Party shall be entitled to immediately terminate this Contract in the event of:
- 20.1.1 The breach by the other Party of any material terms or conditions of this Contract and failing to remedy such breach within 7 (seven) days of receipt of a written notice delivered by hand or by courier service calling upon the Party in breach to remedy such breach within 7 (seven) days of receipt thereof;
- 20.1.2 The other Party being placed in liquidation, whether provisionally or finally or being placed under judicial management;
- 20.1.3 The other Party making itself guilty of any conduct, which conduct is prejudicial to the aggrieved Party's interests.

TERMS OF REFERENCE FOR - APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) DATABASE FOR MUNICIPALITIES SKILLS AUDIT SERVICES WITHIN MPUMALANGA PROVINCE FOR 3 YEARS

21. ARBITRATION

Any dispute, difference or question which may arise at any time hereafter between the Department and the Service Provider affecting the true construction of this Contract or the rights and obligations of the Parties hereto shall, unless otherwise herein expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the Parties, or in default of agreement for 7 (seven) days, to be appointed at the request of either Party in accordance with and subject to, the provisions of the Arbitration Act, 1965 (Act No. 42 of 1965) or any statutory modification or re-enactment thereof, for the time being in force.

22. RELAXATION

No latitude extension of time or other indulgences which may be given or allowed by either Party to the other in respect of the Party's performance of any obligation hereunder or the enforcement of any right arising from this Contract and on single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of or otherwise affect any of that Party's rights in terms of or arising from this Contract or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision or term of this

23. BRIEFING SESSION

*There will be **briefing session as stated in the bid**

24. CONTACT PERSON

24.1 Technical Enquiries:

Ms CP Nkuna

CoGTA – Municipal Capacity

Telephone: (013) 766 1735

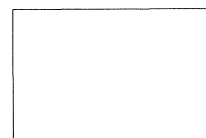
E-mail: cnkuna@mpg.gov.za

24.2 Supply Chain related Enquiries

Mr. JS. Mzobe

CoGTA – Supply Chain Management

Telephone: (013) 766 6245





TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option Tenders Good standing

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
 ...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (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.

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.

- 3.5 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

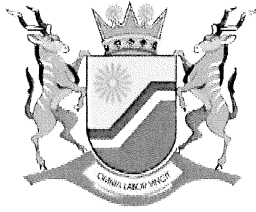
.....

.....

...

Position

Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system

is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Woman		3 points		
Disabled		3 points		
Youth		7 points		
Locality Mpumalanga province		7 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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