BID DESCRIPTION

PROVISION OF ADMINISTRATIVE SERVICES TO THE ETQA UNIT FOR 36 MONTHS

BID NUMBER

CATHS/AS/05/2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CATHSSETA					
BID NUMBER:	**CATHS/AS/05/2026**	CLOSING DATE:	**06 NOVEMBER 2026**	CLOSING TIME:	**11H00am**
BID DESCRIPTION	**PROVISION OF ADMINISTRATIVE SERVICES TO THE ETQA UNIT FOR 36 MONTHS**				
PUBLICATION DATE	**16 OCTOBER 2026**				
VALIDITY PERIOD	HUNDRED AND TWENTY **(120)** DAYS				
BRIEFING SESSION	**NONE**				
BID DOCUMENTS/PROPOSALS MUST BE SUBMITTED STRICTLY ON THE TENDER PORTAL					
BIDS MUST BE SUBMITTED ONLINE ONLY. PHYSICAL, HAND-DELIVERED, COURIERED, EMAILED OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**ZANELE HLATSHWAYO**		CONTACT PERSON	**ZANELE HLATSHWAYO**	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@cathsseta.org.za		E-MAIL ADDRESS	tenders@cathsseta.org.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	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN	[TICK APPLICABLE BOX]	

VERIFICATION CERTIFICATE	☐ Yes ☐ No	AFFIDAVIT	☐ 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]			
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE 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: ……...

BID SUBMISSION REQUIREMENTS AND MANDATORY REQUIREMENTS

1.1. **All responses for this bid must be submitted electronically** via the CATHSSETA Tender Portal accessible at: https://www.cathsseta.org.za/tenders

1.2. The electronic tender system will **automatically close** on **06 November 2026 at 11h00am** which is the closing date for this bid. The electronic timestamp generated by the portal serves as the official timekeeper.

1.3. No further submissions will be permitted. Bidders are solely responsible for ensuring that their submissions are successfully uploaded and submitted before the closing deadline.

1.4. **No briefing session** will be held for this bid, and all bid enquiries must be submitted must be submitted in writing to the email address tenders@cathsseta.org.za by **30 October 2026**. A bid clarification register (answers to queries) shall be posted on the CATHSSETA website and will therefore be in the public domain.

1.5. To successfully submit a bid, the company profile details must be fully completed including the Central Supplier Database number (MAAA).

2. **SUBMISSION OF DIGITAL SUPPORTING DOCUMENTATION**

2.1. Supporting documentation must be uploaded electronically via the designated tabs on the Online Tender Portal.

2.2. The Bidder must ensure all files are correctly labelled when uploading i.e. (Technical Proposal, Pricing, or Mandatory Documents). All uploaded files must be clearly named and cross-referenced to the appropriate section of the evaluation criteria within the **Technical Proposal**.

3. **ALIGNMENT OF SCOPE AND DIGITAL PRICING SUBMISSION**

3.1. The scope of work/services outlined in this bid document represents CATHSSETA's actual requirements.

3.2. Bidders must ensure they are successfully registered on the portal prior to attempting submission.

3.3. The system will not allow late submissions under any circumstances. Bidders are strongly advised to initiate their upload at least **24 hours** before closing to account for file sizes and internet connectivity limitations.

4. FILE FORMATS AND INTEGRITY

4.1. Documents must be uploaded in **unlocked PDF format**, unless a specific template (such as an Excel pricing schedule) is explicitly requested.

4.2. Files must not be corrupted, password-protected, or contain viruses. **Any file that cannot be opened during the evaluation phase will be disqualified. Bidders are urged to verify that uploaded files can be successfully opened, before finalising the electronic submission.**

4.3. A bid is only considered received once the system generates an official **electronic submission confirmation e-mail which will be sent to the email address provided** during the application process which will serve as proof of submission.

4.4. Supporting documentation should be uploaded and cross-referenced to the appropriate section of the bid under Technical Proposal.

4.5. The scope of work/services outlined in this bid document represents CATHSSETA's actual requirements. The bidder must ensure that the submitted pricing is fully aligned with and reflective of the scope of services to be rendered.

5. MANDATORY REQUIREMENTS

SUBMISSION CHECKLIST	**YES** ✓
All files are uploaded and correctly labelled (PDF only) i.e. Technical Proposal, Pricing Proposal, and Mandatory Documents.	
Completed and signed Invitation to Bid – SBD Form 1	
Ceiling Price (2.) only on the SBD Form 3.3 and **A detailed Pricing Proposal** be compiled on the bidder's official corporate letterhead, the proposed costing model must indicate all costs, including VAT.	
Bidder's Disclosure– SBD Form 4	
Preference Points Claim Form– SBD Form 6.1	
Contract Form – Rendering of Services – SBD Form 7.2 (Part 1)	
General Conditions of Contract (GCC)	
Valid Tax Clearance Compliance Certificate with Pin	
Valid BBBEE Certificate	
Company Registration Documents	
Central Supplier Database (CSD) Summary Report	

TERMS OF REFERENCE

1. BACKGROUND TO CATHSSETA

1.1. The Skills Development Act (No 97 of 1998) (SDA) makes provision for the establishment of Sector Education and Training Authorities (SETAs) for each national economic sector and thereby aims to develop the skills of the South African workforce by increasing the investment in education and training in the labour market; and encouraging employers to play a meaningful role in developing employees, particularly the previously disadvantaged.

1.2. The Culture, Arts, Tourism, Hospitality and Sport Sector Education and Training Authority (CATHSSETA) was established through the SDA to research and establish a nationally recognised Sector Skills Plan (SSP) supported by skills development programmes serving the interests of the following sectors:

1.2.1 Arts, Culture and Heritage;

1.2.2 Conservation;

1.2.3 Gaming and Lotteries;

1.2.4 Hospitality;

1.2.5 Sport, Recreation and Fitness; and

1.2.6 Tourism and Travel Services.

1.3. These sectors are diverse and unique, and they play a significant role not only in the economy but also in the broader quest for social cohesion and formulation of a unique South African national identity.

1.4. PROJECT BACKGROUND

1.4.1. Legislative and Quality Assurance Context

This assignment is grounded in the following legislative and policy frameworks:

1.4.1.1. Skills Development Act (Act No. 97 of 1998, as amended), which establishes Sector Education and Training Authorities (SETAs) and promotes skills development in the South African workforce;

1.4.1.2. National Qualifications Framework (NQF) Act (Act No. 67 of 2008), which governs the development and quality assurance of qualifications;

1.4.1.3. South African Qualifications Authority (SAQA) policy on Recognition of Prior Learning (2019), which defines RPL as “the principle through which the prior knowledge and skills of a person are made visible, mediated and assessed for alternative access and admission, recognition and certification, or further learning and development; and

1.4.1.4. White Paper for Post-School Education and Training, which identifies RPL as a key mechanism for redressing past injustices and recognising competence gained through workplace learning and experience.

1.4.2. **QCTO-Delegated Quality Assurance Functions**

CATHSSETA exercises the following quality assurance functions delegated by the QCTO:

1.4.2.1. Accreditation;

1.4.2.2. Monitoring;

1.4.2.3. Verification;

1.4.2.4. Registration of Education, Training and Development (ETD) Practitioners;

1.4.2.5. Certification;

1.4.2.6. Maintenance of Learner Management Information Systems (MIS) through CIMS;

1.4.2.7. Uploading learner data to the National Learner Records Database; and

1.4.2.8. Management of the Development Quality Partner (DQP) and Assessment Quality Partner (AQP) functions.

2. PURPOSE AND OBJECTIVE

2.1. The purpose of this Request for Bid (RFB) is to appoint the services of a suitably qualified and experienced service provider to **develop Recognition of Prior Learning (RPL) toolkits for three (3) occupational qualifications/part-qualifications** on behalf of the Culture, Arts, Tourism, Hospitality and Sport Sector Education and Training Authority (CATHSSETA); and

2.2. Support CATHSSETA in fulfilling its quality assurance functions delegated by the Quality Council for Trades and Occupations (QCTO) in terms of the National Qualifications Framework (NQF) Act (Act No. 67 of 2008) and the Skills Development Act (Act No. 97 of 1998, as amended).

2.3. **Specific Objectives**

2.3.1. The appointed service provider will be required to:

Develop three (3) RPL toolkits for the following qualifications:

- Occupational Certificate: Cook;
- Occupational Certificate: Food Handler; and
- Occupational Certificate: Kitchen Hand.

2.3.2. Ensure that all RPL toolkits comply with the relevant QCTO curriculum documents for each occupational qualification;

2.3.3. Build the capacity of QCTO-accredited training providers to implement and use the RPL toolkits through structured workshops and training sessions; and

2.3.4. Deliver all toolkits in a format that is ready for immediate implementation by CATHSSETA and its accredited providers.

3. DETAILED SCOPE OF WORK

3.1. General Requirements

The successful service provider will be required to undertake the following:

3.1.1. Develop three (3) RPL toolkits for the specified occupational qualifications that are readily available for implementation upon delivery;

3.1.2. Ensure that all RPL toolkits align with the QCTO curriculum documents for each occupational qualification;

3.1.3. Obtain the relevant QCTO curriculum documents directly from the QCTO website;

3.1.4. Submit a detailed project plan to CATHSSETA highlighting the methodology, work breakdown, and project timelines within 10 (ten) working days of contract award;

3.1.5. Sign a CATHSSETA confidentiality agreement before commencing any work under this assignment; and

3.1.6. Conduct workshops with QCTO-accredited providers to capacitate them on the use and implementation of the RPL toolkits.

3.2. Technical Requirements for RPL Toolkit Development

The service provider will be required to:

3.2.1. Describe the roles and responsibilities of an RPL Advisor and Evidence Facilitator in line with each occupational qualification.

3.2.2. Determine the minimum qualifications and competencies required for RPL practitioners as per QCTO RPL policy guidelines.

3.2.3. Develop guidelines for building a Portfolio of Evidence (PoE) for each qualification, including:

- preparation and planning guidelines;
- Evidence gathering guidelines; and
- Guidelines on how to cross-reference evidence.

3.2.4. Determine the types of evidence that should be produced in line with each qualification;

3.2.5. Establish guidelines on the appeals process for RPL candidates;

3.2.6. Produce an assessment strategy that includes;

a) The purpose and procedure for assessing competency on all required tasks as set out in the curriculum; and

b) Additional evidence requirements where there is a need for gap training.

3.2.6. Develop relevant RPL interviews and observation instruments; and

3.2.7. Develop related RPL templates for use by providers and candidates

3.3. Stakeholder Engagement

3.3.1. Participate in an inception meeting with the CATHSSETA Education and Training Quality Assurance (ETQA) Team to finalize the development process and confirm expectations;

3.3.2. Engage with QCTO-accredited training providers during the development and validation phases to ensure the toolkits are practical and fit for purpose; and

3.3.3. Submit progress reports in the format and at the intervals prescribed by CATHSSETA.

4. EXPECTED OUTPUTS/DELIVERABLES

4.1. Inception and Planning Phase

4.1.1. Participate in an inception meeting with the CATHSSETA ETQA team;

4.1.2. Submit a revised project plan following the inception meeting, incorporating any feedback or adjustments agreed upon; and

4.1.3. Prepare and submit an implementation project report outlining the methodology, timelines, and resource allocation.

4.2. Development and Submission Phase

The service provider will develop three (3) RPL toolkits for the prescribed occupational qualifications, each containing the following components:

4.2.1. Candidate application form templates;

4.2.2. Self-assessment questionnaire aligned to the learning outcomes of each occupational qualification;

4.2.3. Gap Implementation Plan template;

4.2.4. Evidence or Portfolio of Evidence (PoE) guidelines;

4.2.5. Assessment Plan templates;

4.2.6. Practical, theoretical and workplace experience assessment tools;

4.2.7. Feedback templates;

4.2.8. Remediation templates;

4.2.9. Mentor report template;

4.2.10. Assessment Matrix; and

4.2.11. Mapping Matrix linking assessment tools to curriculum outcomes.

4.3. Final Deliverables

4.3.1. Three (3) complete and final RPL toolkits in editable electronic format (e.g., Microsoft Word and PDF);

4.3.2. A comprehensive project close-out report summarising all activities, challenges encountered, lessons learned, and recommendations for future RPL toolkit development; and

4.3.3. Workshop reports documenting the capacity-building sessions conducted with QCTO-accredited providers, CATHSSETA Learning Programme Staff, including attendance registers and feedback summaries.

5. SERVICE PROVIDER COMPETENCIES AND QUALIFICATIONS REQUIREMENT

5.1. Minimum Qualifications and Experience

The service provider must demonstrate the following minimum requirements:

5.1.1. A project team comprising:

a) **A Project Manager/Lead** with at least five (5) years' experience in project management and RPL-related work; and

b) An **RPL Advisor or Assessor** with relevant experience in RPL toolkit development.

5.1.2. Proof of ETDP SETA RPL Advisor statement of results or Occupational Certificate: Education, Training and Development Practices (OD ETD) qualification for the lead RPL practitioner.

5.1.3. Submit signed reference letters from at least five (5) clients (existing or previous) for whom the service provider has developed curriculum, assessment instruments, RPL tools, or similar work. **The reference letters must be accompanied by the relevant Purchase Order.**

5.1.4. The reference letters must be on the **client's official letterhead**, include **contact details, be signed and dated**, **and clearly specify the scope of work, duration**, and the **client's feedback on the service provider's performance**. Each reference letter **must be accompanied by the relevant Purchase Order**, failure to submit the relevant purchase orders will invalidate the reference letter.

5.2. Proposal Submission Requirements

The bidder must submit a proposal in the following format:

5.2.1. A detailed project proposal and implementation plan;

5.2.2. A proposed methodology for implementation of the project, including all activities, work breakdown, costing and timelines; and

5.2.3. Curriculum vitae (CVs) of all key personnel who will be assigned to the project

6. PERIOD OF PERFORMANCE (CONTRACT PERIOD)

6.1. The appointed service provider will enter into a contractual agreement with CATHSSETA for a period of twelve (12) months from the date of contract signature; and

6.2. The contract period includes all activities from inception to final delivery and acceptance of all RPL toolkits and associated deliverables.

7. PRICING SCHEDULE

7.1. The bidder must provide a signed costing proposal on the company letterhead, and all prices must be inclusive of all applicable taxes.

7.2. The bidder's proposed costing model must indicate all costs, including but not limited to:

a) Professional fees;
b) Workshop venue (where applicable);
c) Workshop facilitation costs;
d) Printing and reproduction costs (if applicable); and
e) Any other direct or indirect costs associated with the project.

8. EVALUATION CRITERIA

8.1. Technical responses will be evaluated against the functionality criteria detailed below. A bidder must obtain a minimum score of **70 points out of 100** for functionality to be considered responsive and eligible for further evaluation. Bidders who fail to achieve the minimum functionality threshold will be disqualified from further consideration; and

8.2. Qualifying bidders will thereafter be evaluated on **price and specific goals**, and the tender will be awarded to the bidder scoring the highest overall points in terms of the applicable preference point system.

FUNCTIONALITY EVALUATION		
EVALUATION CRITERIA	**SUB EVALUATION CRITERIA**	**WEIGHT**
Proposal: Detailed methodology and project implementation plan in response to the scope of work as outlined in Section 3 of the ToR (Detailed Scope of Work). • General Requirements; • Technical Requirements for RPL Toolkit Development; and • Stakeholder Engagements.	Detailed methodology, approach and implementation plan provided is fully responsive to all **3 elements** outlined in the detailed scope of work.	**20**
	Detailed methodology, approach and implementation plan provided is responsive to only **2 elements** outlined in the detailed scope of work.	10
	Detailed methodology, approach and implementation plan provided is only responsive to **1 element** outlined in the detailed scope of work.	5
	Non-responsive proposal	0
Proof of ETDP SETA RPL Advisor statement of results or OD ETD qualification.	Submitted proof of ETDP SETA RPL Advisor Unit Standard statement of results or ODETD qualification.	**40**
	Non-submission of the ETDP SETA RPL Advisor Unit Standard statement of results or ODETD qualification.	0
Reference Letters: The bidding company submits five (5) signed reference letters on previous/current client's letterhead, signed, and clearly detailing the scope of work, duration, and client's impression. **The relevant Purchase Order must accompany the reference letters. Reference letters MUST be accompanied by Purchase Orders.**	The bidding company submitted five (5) or more reference letters from clients (existing or previous) for work in curriculum development, assessment, RPL instruments, or similar projects.	**40**
	The bidding company submitted between three (3) and four (4) reference letters from clients (existing or previous) for work in curriculum development, assessment, RPL instruments, or similar projects.	20
	The bidding company submitted between one (1) and two (2) reference letters from clients (existing or previous) for work in curriculum development, assessment, RPL instruments, or similar projects.	10
	Non-submission of reference letters or submission of reference letters that are not relevant to the project.	0

9. TECHNICAL SPECIFICATION(S)/ TECHNICAL PROPOSAL BASED ON TOR:

9.1. All bid proposals must adhere to the minimum requirements as specified in the Terms of Reference; The technical proposal should address the following content:

9.1.1. Information and evidence to address the evaluation criteria set in the bid document:

9.1.2. If the bidder suggests certain changes to the General conditions of contract or the special conditions of contract, the proposed changes will be evaluated and if acceptable by CATHSSETA such suggested changes may be included into the contract as special conditions of contract. If the suggested changes are unacceptable, the General conditions of contract and the special conditions of contract will stand. The potential bidder will then have to decide to abide by the decision or to withdraw its bid proposal.

9.1.3. If any clarity needs to be obtained for evaluation purposes CATHSSETA may require the potential service provider to allow officials to undertake a financial/ physical inspection to assure that capacity and ability is proven.

10. CATHSSETA'S RIGHTS

10.1. CATHSSETA reserves the right to:

10.1.1. Enter into price negotiations with a prospective service provider.

10.1.2. Award contract or any part thereof to one or more Service Providers or reject all bids.

10.1.3. Consider any bids that may not conform to any aspect of the bidding requirements.

10.1.4. Decline to consider any bids that do not conform to any aspect of the bidding requirements.

10.1.5. Request further information (Administrative) from any Service Provider after the closing date; and cancel this tender or any part thereof at any time.

11. PREVENTION OF FRAUD AND CORRUPTION

11.1. **Important Notice:** The CATHSSETA strongly condemns and prohibits any form of fraud, corruption, or misrepresentation in the tender process.

- The evaluation and adjudication of bids are conducted strictly in accordance with applicable legislation, regulations, and internal governance procedures. Awards are based solely on merit, compliance, and fairness." Bidders are hereby cautioned that:
- No Supply Chain Management (SCM) official, Bid Committee member, or representative of the CATHSSETA is authorized to solicit, request, or accept any payment, gift, or favour in exchange for the award of a bid.
- Any individual or entity claiming to guarantee bid outcomes in return for money or other benefits is acting fraudulently and without authority. Bidders must immediately report any such approaches or suspicious activity to the CATHSSETA Tip-off hotline via the following channels: Toll-free telephone number: 0800 222 376, WhatsApp number: 0860 004 004,

SMS: 49017, email address: cathsseta@behonest.co.za or Online and chat: www.behonest.co.za

11.2. Bidders must take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other applicable Act. Participation in or failure to report such fraudulent activities may result in disqualification, blacklisting, and/or legal action.

12. BID REJECTION

12.1. CATHSSETA shall reject a bid for an award of a contract, if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

12.2. CATHSSETA shall disregard any bid, if the bidder, or any of its directors:

12.2.1. Have abused the CATHSSETA's Supply Chain Management systems and processes.

12.2.2. Have committed proven fraud or any other improper conduct in relation to such systems.

12.2.3. Have failed to perform on any previous contract and such proof exists.

12.2.4. The National Treasury shall be informed of such actions.

13. BID ADJUDICATION

13.1. The Bid Adjudication Committee (BAC) shall review the evaluation process and award recommendations submitted by the Bid Evaluation Committee (BEC) to ensure compliance with applicable procurement legislation then submit its final recommendation to the designated Approval Authority for consideration and final award decision.

13.2. The successful bidder shall generally be the bidder who achieves the highest total number of adjudication points, as calculated in accordance with the Preferential Procurement Regulations, 2022. However, in exceptional and duly justified circumstances, the award may be made to a bidder with a lower score, provided that such deviation is in compliance with the provisions of the PPPFA and fully motivated in the bid adjudication records.

14. BIDDERS' NOTIFICATION

14.1. Notice of unsuccessful bid will be published on our website: https://www.cathsseta.org.za/unsuccessful_bids

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: .....

CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FOR .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
	TOTAL: R.....		

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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 ofRestricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
……
……

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

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

I, the undersigned, (name) ..... in submitting the accompanying bid, do hereby make the following statements that I certifyto 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 notto 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 construedas 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 thebidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements madeby 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 bidsubmitted 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 impositionof administrative penalties in terms of section 59 of the Competition Act No 89 of 1998

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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 acontract.

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 fora period not exceeding ten (10) years in terms of the Prevention and Combating ofCorrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3ABOVE 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 bids invited. It contains general information and serves as a claim form for preference points for specific goals.

iv) NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 **To be completed by the organ of state:**

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **...80/20...** preference point system shall be applicable; or

1.3 Points for this bid 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 bid are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals must not exceed	**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) **"highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

(b) "**Lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

(c) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(d) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

(e) **"Specific goals"** means specific goals as contemplated in section 2(1)*(d)* of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

(f) **"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.

(g) **"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;

(h) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

3.1 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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR 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.

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

4.3.1. **Note to organs of state**: Whether the 80/20 or 90/10 preference point system is applicable, corresponding points must also be indicated as such; and

4.3.2. **Note to tenderers**: The tenderer must indicate points they are claiming for each preference point system.

Table 1

Specific goal(s)	**(80/20 system) Specific Goals point system**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Black People Ownership (51% or more)	**8**		
Black Women Ownership (30% or more)	**4**		
Black Youth Ownership (30% or more)	**4**		
People with Disability (PwD) Ownership (20% or more)	**4**		
Total Points allocated/claimed for Specific Goals	**20**		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm…….

5.2 Company registration number: ……...

5.3 TYPE OF COMPANY/ FIRM [**TICK APPLICABLE BOX**]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

5.4. 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 specific goals 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) DATE: …… ADDRESS …… ……	WITNESSES 1. …… 2. ……

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

DATE: ……..

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 …….

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.

TABLE OF CLAUSES

1. Definitions
2. Application
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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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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