PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**PRDP 12/2026-27**	CLOSING DATE:	**15 JANUARY 2027**	CLOSING TIME:	**11H00**
DESCRIPTION	**TRAINING OF BENEFICIARIES FOR APPRENTICESHIP TRADE IN WELDER (FOR 100 BENEFICIARIES/LEARNERS) ON THE SERVICES SETA FUNDED DEVELOPMENTAL PROGRAMMES IN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS**				

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

40 HANS VAN RENSBURG

POLOKWANE

0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MALINDA F.E**	CONTACT PERSON	
TELEPHONE NUMBER	**015 287 6000**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN T HE 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.

LIMPOPO PROVINCIAL GOVERNMENT
OFFICE OF THE PREMIER
40 HANS VAN RENSBURG STREET
2026 -11- 27
PRIVATE BAG X9483
POLOKWANE 0700
BIDS MANAGEMENT

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number **PRDP 12/2026-27**
Closing Time 11:00	Closing date **15 JANUARY 2027**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not 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

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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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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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 a contract.

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

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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**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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 PREFERENCE POINT SYSTEMS

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

80/20

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% ≥ Women ownership	6	
51% ≥ Youth ownership	3	
51% ≥ People living with disability ownership	3	
51% ≥ Veteran ownership	3	
Enterprises located in rural area/township	2	
Black-owned business with 51% ≥ shareholding	3	
Total Points	**20**	

NB: when claiming points, the number of corresponding points must be written, no ticks or crosses will be accepted.eg when claiming 51%>Women ownership write 4 and so on and write the total points claimed at the bottom.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ 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: .....

.....

.....

.....

TERMS OF REFERENCE

PRDP:12/2026-27 - TRAINING OF BENEFICIARIES FOR APPRENTICESHIP TRADE IN WELDER (FOR 100 BENEFICIARIES/LEARNERS) ON THE SERVICES SETA FUNDED DEVELOPMENTAL PROGRAMMES IN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION

1.1 The Limpopo Office of the Premier aims to provide a pathway with regards to the appointment of relevantly accredited training provider for the implementation of Services SETA (Services Sector Education and Training Authority) apprenticeship trade in Welder for 100 (Hundred) beneficiaries/learners.

1.2 Prospective training providers must attach valid accreditation by relevant SETA/ QCTO of the training programme(s) apprenticeship trade in Welder.

2. DEFINITION OF TERMS

Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

2.1 "**Office**" means the Limpopo Office of the Premier;

2.2 "**Preferential Procurement Regulations, 2022**" means the Preferential Procurement Regulations, 2022 issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

2.3 "**Project Manager**" means the person appointed by the Service Provider or the Office as such, responsible for the successful planning, execution, monitoring, control, and

closure of the contract.

3. ACRONYMS

3.1	**BBBEEA**	: Broad-Based Black Empowerment Act, 2003 (Act No. 53 of 2003);
3.2	**DTTC**	: Decentralized Trade Testing Centre;
3.3	**EME**	: Exempted Micro Enterprise (an enterprise with annual total revenue of less than R10 million);
3.4	**ETQA**	: Education and Training Quality;
3.5	**GCC**	: General Conditions of Contract;
3.6	**JPMT**	: Joint Project Management Team;
3.7	**MOA**	: Memorandum of Agreement;
3.8	**MOV**	: Means of Verification;
3.9	**NAMB**	: National Artisan Moderation Body;
3.10	**OTP**	: Office of the Premier
3.11	**PPPFA**	: Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000);
3.12	**QCTO**	: Quality Council for Trades and Occupations;
3.13	**QSE**	: Qualifying Small Enterprise (an enterprise with annual total revenue of between R10 million and R50 million);
3.14	**SANS**	: South African National Standard;
3.15	**SBD**	: Standard Bidding Document;
3.16	**SETA**	: Sector Education and Training Authority;
3.17	**SSETA**	: Services Sector Education and Training Authority;
3.18	**SLA**	: Service Level Agreement;

3.19 **TOR** : Terms of Reference; and

3.20 **VAT** : Value Added Tax

4. DURATION OF CONTRACT

The duration of the project is **Thirty-Six (36) months** for the implementation, of Services SETA funded Welder Apprenticeship Programme from the date of appointment.

5. BACKGROUND

5.1 The Limpopo Office of the Premier secured funding from Services SETA for the implementation of skills development programmes. The funding is aimed at training youth in apprenticeship trade in the Limpopo Province.

5.2 The main purpose of the programme is to equip beneficiaries with skills and knowledge which will enable them to support economic growth and bridge skills market demand. The production of artisans is key to economic growth and to support the province growth points and special economic zones. SETAs (Sector Education and Training Authority) are key drivers in the promotion and development of artisans in the country, and they are expected to play in critical role in artisan development and funding.

5.3 The appointed training providers will be expected to train learners/ beneficiaries in full Welder apprenticeship qualifications in terms of the requirements of SETA and QCTO.

SECTION B: BIDDER PROFILE/S

6. COMPANY PROFILE

Bidders should furnish the following details about themselves:

6.1 State the name of your entity and give entity particulars such as business address, company and VAT registration numbers, and contact details, if this has not already been noted on the official bid forms, as well as Entity Structure, Management Structure, operating structure, geographical spread, or presence, etc. Only the prime

contractor details, in the case of a consortium, need to be entered on the official bid forms.

6.2 If you are a member of a consortium for this bid, what is your precise role/s in this consortium? The overall management structure and business model of the consortium or joint venture must be indicated. The agreement providing for such a consortium or joint venture must be legally compliant with the laws applicable to such consortium or joint venture and must be signed by both parties.

6.3 How long have you been in business? State the date of establishment of the entity and provide proof of registration with the Registrar of Companies if your entity is a company.

6.4 What is your entity's core business, and how long has this been your core business?

6.5 Do you have any standing partnerships or business associations with other entities? If so, provide details and illustrate the relationship/s schematically. Details of your major suppliers of technology products and services proposed in your bid must be provided.

6.6 What is the total complement of your staff?

6.7 What is the complement of your management and technical staff?

6.8 Provide details of your clients in South Africa who make use of products and services similar to the ones you offer in this bid, including names, contact persons and the nature of the installations or services. The Office reserves the right to visit one or more of these clients.

6.9 If you are a value-added reseller or a franchisee, provide proof of accreditation from your principal/s or Franchisor.

6.10 If you are a value-added reseller or a franchisee, is your principal or franchisor prepared to deal directly with the Limpopo Office of the Premier in the event of a service default by yourselves? If so, provide a written consent from your principal or

franchisor.

6.11 Describe the skill sets and competencies of your staff and resources related to this bid. List all personnel to be assigned to this service, by employer/subcontractor, identifying their qualifications to perform tasks/functions to be assigned.

6.12 A consortium or joint venture must submit with their bid, their consortium member partnership agreement/s that indicates their expectations of one another and their responsibilities towards one another in respect of their duties to fulfil the obligations of the consortium in this bid. Any omission in this regard may invalidate the bid.

6.13 Where consortia/Joint Ventures/Sub-contract are involved; each party must be registered on the CSD, and their Tax Compliance status will be verified through the CSD.

6.14 Where there are consortia/Joint Ventures, a consolidated Specific goal must be submitted.

SECTION C: TERMS AND CONDITIONS

7. GENERAL TERMS AND CONDITIONS SPECIFIC TO THIS BID

7.1 OFFICIAL SUPPLY CHAIN MANAGEMENT DOCUMENTS AND FORMS

7.1.1 The terms and conditions specified in this bid terms of reference must be read in conjunction with the General Conditions of Contract (GCC), which form an integral part of this bid. Prospective bidders will be well-advised to familiarize themselves with the Preferential Procurement Regulations, 2022.

7.1.2 A bidder must complete all relevant official bid forms/documents issued by the Office, Supply Chain Management Unit and submit them as part of the bid.

7.1.3 The bidder must be accredited by relevant SETA and QCTO of the training programme for apprenticeships trade in Welder.

7.2 BID FORMAT

7.2.1 A bid must conform to or exceed the minimum requirements set out in these terms of reference.

7.2.2 Replies to this bid must be inclusive of all requirements as stipulated at 7.4 (functional technical terms of reference of the relevant SETA/Services SETA /QCTO on Welder apprenticeship programme requirements).

7.2.3 Each bid must contain a precise description of the service being offered, including technical specifications of the service being proposed. A full fact sheet, data sheet or brochure of the service offered must be provided. No reference to a website *in lieu* of this information will be accepted.

7.2.5 Services must be individually priced, and all relevant costs must be disclosed in the cost or price schedules

7.2.6 Each bid proposal must be submitted in duplicate [one (01) hard copy and one (01) soft copy (memory stick with separate folders for Technical File and Price and Specific Goals File)] as indicated below:

PACKAGE 1 (TECHNICAL FILE)	**PACKAGE 2 (PRICE & SPECIFIC GOALS)**
Exhibit 1: Pre-qualification_documents (Refer to Clause 9.1: Pre-qualification Criteria (Table 1)	**Exhibit 1:** Price Schedule
Exhibit 2: • Technical Responses • Supporting documents for technical responses	**Exhibit 2:** • SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022
Exhibit 3: • General Conditions of Contract	

(GCC)	
Exhibit 4; • Company Profile • Any other supplementary information	

7.2.7 Bidders are requested to initial each page of the bid document. A bid that is not accompanied by the appropriate official bid document, duly filled in and signed by the bidder, where this is necessary, will be invalid.

7.2.8 All documents, including binders, submitted in response to this bid will become the property of the Office unless a bidder expressly indicates otherwise. Intellectual property rights contained in the information in the bid, which has been indicated as such, shall remain vested with the bidder. Any confidential information which must be respected by the Office must be indicated expressly as such for non-disclosure purposes.

7.3 VALIDITY PERIOD OF BIDS

7.3.1 Bids shall be valid for a period of 120 days calculated from the closing date of this bid.

7.3.2 In addition, all prices quoted in a bid pertaining to support and training must remain valid and firm for the term of the contract.

7.4 FUNCTIONAL TECHNICAL TERMS OF REFERENCE OF THE REQUIRED TRADE IN WELDER APPRENTICESHIP

7.4.1 Scope of work for Apprenticeship trade in Welder

Programme	Approved Numbers	Occupational Qualification
Apprenticeship Trade: Welder	100	Welder: SAQA ID: 94100, Level 4

7.4.1.1. **Proposal requirements**

Each bidder must submit a Technical Proposal. The technical Proposal must be clear and concise, comprehensive, and directly address the specifics of the proposed scope of work. New emerging and accredited Skills Development Providers are encouraged to submit proposal. This Technical Proposal must provide detailed information on the following:

7.4.1.1.1 Accreditation

Prospective training providers must attach valid accreditation by relevant SETA/Services SETA/QCTO of the training programme(s) they are bidding for.

7.4.1.1.2 Training venues

7.4.1.1.3 An outline of the training strategy

7.4.1.1.4 Implementation plan

7.4.1.1.5 Learner attendance management methods, reporting methods to the OTP and the SETA/QCTO.

7.4.2 SPECIFIC DELIVERABLES

7.4.2.1 **ARTISANAL PROGRAMMES**

a) Have a valid and existing accreditation for the qualification.
b) Deliver the Services SETA programme as outlined in the scope of work above.
c) Must have adequate staff compliments to ensure skills transfer.
d) Have capacity to train, assess, internally moderate and upload learner's achievement.
e) Recruit and contract qualifying beneficiaries/learners for the programme.
f) Provide learners/beneficiaries with relevant workplace exposure (a minimum of 18 months' workplace integrated learning).
g) Provide Trade test preparations and testing of learners.
h) Pay monthly learners'/beneficiaries' stipends.
i) Provide learners/beneficiaries progress report.

j) Appointed training provider must be able to monitor their learners throughout the programme.

k) Enter into a Service Level Agreement with the Limpopo Office of the Premier.

l) Submit a quotation to the Limpopo Office of the Premier in line with pricing structure of the Services SETA programmes.

m) Submit a project plan which clearly covers all stages of the implementation of the programme to the Limpopo Office of the Premier.

n) Evidence of SETA approved training facilities to be submitted with the bid documents. The training facilities should be conducive for learning and should cater for people living with disabilities, (e.g. not glossy hotel facilities) and should be costed in line with the local/provincial market rates of the project's locality.

o) Ensure that projects sites which will be used as workplace are conducive for learning. Workplace facilities should not be charged for.

p) Avail the relevant workplace coordinator who will collaborate with Limpopo Office of the Premier and Services SETA officials to ensure successful completion of workplace training in line with SETA requirements.

q) Ensure that all relevant/required human resources, consumables and equipment for the achievement of the outcomes of the programme are in place.

r) Assume full responsibility and accountability for the success of the learning intervention.

s) Must build partnerships and provide support to relevant employers.

t) Ensure that learners receive appropriate workplace experience and relevant evidence is collected throughout the duration of the learning intervention.

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

a) Demonstrate reputable and successful previous experience in the similar or any apprenticeship programme implementation.

b) Quality/Functionality: Proven experience of the business (Training Provider) as a legal entity.

c) Comply with ETQA requirements and regulations regarding Quality Management for the project or programme.

7.4.4 After the contracting of the training provider, the training provider should furthermore:

a) Sign an SLA with the Limpopo Office of the Premier
b) Attend compulsory meetings to be organized by the Limpopo Office of the Premier, to finalize the implementation processes before training commences.
c) Submit the implementation plan in line with the programme for approval by the Office.
d) Provide training using SETA approved training materials and classroom facilities in accordance with the requirements.
e) Ensure that all learners undergo theory, practical and workplace training
f) Provide progress on-site and off-site remedial support to ensure successful completion of the apprenticeship programme.
g) Ensure that training is quality assured throughout all steps of training by relevant quality assurance authorities.
h) Ensure that Facilitators, Moderators and Assessors have relevant qualifications and are accredited where accreditation is required.
i) Within 03 months after completion of the training liaise with relevant ETQA for competency certification or statement of results for all successful learners at the end of the programme and provide a close out report of the programme.

7.4.5 EVALUATION CRITERIA

The bidder's evaluation shall be based on the strength of the proposal as outlined below:

a) Proof of existence and experience of the business (Training Provider) as a legal entity.
b) The Training provider's valid accreditation with Services SETA/QCTO on apprenticeship programme being applied for.
c) Detailed project plan which includes a comprehensive methodology.

7.4.6 INSTITUTIONAL ARRANGEMENTS

a) The entry point in terms of programme communication shall be the Human Capital Investment Unit in the Limpopo Office of Premier.
b) A joint project management team (JPMT) shall be constituted for the success of the programme.
c) Written project progress reports shall be submitted by the training provider to the Office as per the signed contract.
d) Human Capital Investment Unit's officials in the Limpopo Office of the Premier and Services SETA officials will monitor progress made by both learners and training provider.
e) The contracted training provider should ensure participation and quality assurance by ETQA throughout the training.
f) A consolidated final closeout report shall be submitted by the training provider at the end of the programme.

7.5 PRIME CONTRACTOR RESPONSIBILITIES

7.5.1 In the event of a consortium bid one of the bidders should be designated as the prime contractor to take charge of the entire project and to provide a single interface between the bidder and the Office, regardless of any sub-contracting agreements entered into by and amongst the consortium parties and regardless of any agreements entered by any of the consortium parties with a third party outside the consortium or joint venture.

7.5.2 The Office shall have the right to inspect at any agreement entered into by the successful bidder and the third parties.

7.6 CONTRACTUAL IMPLICATIONS

7.6.1 Bid Acceptance

The preferred bid will be accepted subject to the condition that the preferred bidder signs a service level agreement prepared by the Office within seven (7) days of the conditional award. This bid with its terms and conditions, the bid response (excluding the bidder's own terms and conditions), and the GCC will form part of the contract.

7.6.2 The contract or agreement or any part thereof shall not be subcontracted or sublet by the bidder to any other party without the prior written consent of the Accounting Officer of the Office after the bid has been awarded. In the event of any sub-contracting, the bidder shall bear full responsibility for the quality of work carried out by a sub-contractor, for the quality of products used by the sub-contractor, and for any activities executed by the sub-contractor.

7.6.3 The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Office.

7.6.4 Variations and amendments to the contract shall be valid only if they are done in writing and by mutual consent.

7.6.5 Any contract or agreement between the Office and the successful bidder shall be governed by the laws of the Republic of South Africa.

7.7 INTELLECTUAL PROPERTY RIGHTS

7.7.1 Copyright to all inventions and innovations developed using the products and methodologies offered by the bidder shall be vested in the Limpopo Provincial Administration and in the State in general. Copyright, patent rights and all similar rights in any works or products created because of the execution of this bid and its assignments shall vest in and are hereby transferred to the Office, unless the contrary is agreed to in the form of individual written agreements signed by the bidder and the Accounting Officer. For this purpose, all works created in terms of this bid and its assignments shall be deemed to have been created under the direction and control of the Office.

7.7.2 All data, data structures, forms and report formats designed or generated in the provision of training shall become the sole and exclusive property of the Office immediately upon acceptance of the service or service component. It is the responsibility of the service provider to hand back all data, data structures, forms and report formats to the Office at the end of the contract.

7.8 PRICING AND PRICE SCHEDULES

7.8.1 The bidder must submit a cost breakdown/s which must indicate in detail, per product or service, and per item under 7.4 to ensure that the total cost is provided for over a period of Thirty-Six (36) months.

7.8.2 The bidder must **prepare a cost breakdown/s** or **price schedule** which must be **signed or initialised by the authorized signatory**, indicating **costs per month**, payment of stipends, including **contingency costs** and **total price** for the duration of the contract. **Failure to comply with this requirement will result in disqualification of the bid.**

7.8.3 All prices must be in South African currency and must include Value Added Tax (VAT) for VAT-registered companies.

7.8.4 All prices should remain firm for the contract's duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.

7.8.5 A bidder must specify details of any discounts of list prices that have been considered in the calculation of prices.

7.8.6 The Service Provider cannot approach the Office for any additional payments.

7.8.7 The price schedule must be submitted in a separate and sealed envelope but be included in the bid package.

7.9 DEMONSTRATIONS AND PRESENTATIONS

7.9.1 After the bid closing date, the Office may call for presentations and demonstrations of the training of beneficiaries for apprenticeship trade in Welder proposal. A bidder must be prepared to do so at a venue that is convenient to the Office, depicting a live environment. All costs involved in the presentation or demonstration shall be borne by the bidder.

7.10 SERVICES

7.10.1 The Office will be responsible for contracting service (s) for the training of beneficiaries for apprenticeship trade in Welder.

7.10.2 The Office will pay for all the deliverables as outlined in the contract.

7.11 PROTECTION OF GOVERNMENT INFORMATION

7.11.1 The bidder hereby agrees and undertakes to abide by and to adhere to government legislation, regulations and directives dealing with the protection of government information as if such legislation, regulations and directives are applicable to the bidder, and that all reasonable steps shall be taken to ensure that persons under the management of the bidder who will be engaged in the fulfilment of the bidder's contractual obligations are aware of these statutory requirements, and that these statutory stipulations will continue to apply to them even after termination of the contract or agreement or termination of their services with the bidder.

7.11.2 The entity was well as its staff, contractors, agents and their associates shall be vetted by the Office, and the cooperation and facilitation of the bidder in this regard is a condition of this bid.

7.12 DOCUMENTATION REQUIRED

7.12.1 User manuals must be provided in soft copy to be availed during training and for reference by the users. The user manuals must be updated continuously in line with system changes and/or changes in business operations.

7.13 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the Office.

7.14 SPECIAL CONDITIONS OF THIS BID

7.14.1 Bidder's own terms and conditions or qualification of bid

This document contains the terms and conditions of this terms of reference, and bidders must not qualify the terms of reference or generate their own terms and conditions. If a Bidder does this, that bid may be disqualified.

7.14.2 The successful Bidder must–

a. comply with all the terms of reference and standards outlined in this bid;
b. comply with all legislation, SANS and best industry practices applicable to the successful bidders and the rendering of the services;
c. use and adopt reasonable professional techniques and standards in providing the service;
d. monitor project implementation against set targets, costs and time frames;
e. provide the services with all due care, skill and diligence;
f. ensure continuity of services to the Limpopo Provincial Administration;
g. execute the contract under the supervision of the project sponsor and comply with any directive of the project sponsor;
h. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidders must have systems in place to monitor compliance in this regard;
i. obtain the signature of the project sponsor on all documents or reports submitted by the successful bidders to the Office;
j. appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the successful bidder;
k. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The Office may interview any person appointed by the successful bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
l. ensure that it has all the resources necessary to fulfil its obligations in terms of

the contract and will not be entitled to any resources from the Office to assist it in fulfilling its obligations;

m. ensure that it does not, in the process of fulfilling its obligations in terms of the contract, use any labour or intellectual capacity of any employee of the state, including employees of the Office, for remunerative purposes, unless such employee has the necessary written authorization;

n. upon notice by the Office, revise or amend any report that the Office is not satisfied with, within a time period specified by the Office in that notice; and

o. immediately upon receipt of a notice from the Office, promptly re-execute any portion of the services that are found to be in non-conformity with the contract. The successful Bidder is liable to the Office for any other cost, damages or losses incurred or suffered by the Office as a result of such non-conformity.

7.14.3 RESERVATION OF RIGHTS:

The Office reserves the right to–

a. request further information or document(s) from any bidder after closing date;

b. verify information and documentation of any Bidder;

c. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;

d. award the bid to a bidder who did not score the highest points, in terms of the PPPFA;

e. accept part of a tender rather than the whole tender;

f. not make an award;

g. enter into price negotiations with the preferred bidder;

h. cancel and/ or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such; and

i. appoint a third party to evaluate the bidder's compliance with any aspect of this contract.

7.14.4 PAYMENT CONDITIONS

a. The Service Provider must submit an invoice for any payment to be made, subject to paragraphs (d) and (f) of clause 7.14.4, all invoices shall only become payable 30 days after receipt of a valid invoice by the Office.

b. No interest shall be payable in the event of a dispute nor accrue on any payments during a period of dispute.

c. Subject to paragraphs (d) and (f) of clause 7.14.4, the Office will pay the Service Provider, as follows:

Monthly costs in respect of the services rendered over a period of **Thirty-Six (36)** months. These monthly costs are inclusive of the costs as per services acquired under 7.4. The Service Provider may not approach the Office for any additional payments in respect thereof.

d. Payment is—

i. subject to the satisfactory discharge of all obligations of Service Provider and delivery of the services to the Office in terms of the contract. The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract; and

ii. fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.

e. Payments will be made by an electronic transfer, into the Service Provider's bank account as appearing on the verified CSD report and invoice of that Service Provider;

f. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Office may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract provided that the Office will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Office. A

certificate of indebtedness signed by the Chief Financial Officer of the Office, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Office or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.

g. In the event that the Office institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.

7.14.5 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the services, the Office may terminate this Agreement in its own discretion or temporarily suspend all or part of services by notice to the bidders, which shall immediately make arrangements to stop the performance of the services and minimize further expenditure provided that the bidder shall thereupon be entitled to payment in full for the service delivered, up to the date of cancellation.

7.14.6 COSTS INCURRED BY BIDDER

The Office will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation, submission or presentation of the bid.

7.14.7 BID BINDING UPON SERVICE PROVIDER

All written information, warranties and representations made by or on behalf of the bidder before the conclusion of the contract are binding upon the bidders and are deemed to have induced the Office to award the contract to the Service Provider. The Office's rights in terms of this clause are in addition and without prejudice to any other rights it may have in terms of this contract.

7.14.8 LIABILITY

The Service Provider is responsible and liable for-

a. the conduct, acts and omissions of its employees and the Service Provider's agents or representatives. The Service Provider indemnifies the Office against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and

b. injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the Service Provider or the Service Provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

7.14.9 WARRANTIES AND REPRESENTATIONS

7.14.9.1 The Service Provider warrants that-

a. it has the capacity to timeously deliver the services, time being of the essence;
b. on delivery of the services, the services will be suitable for the purpose stipulated in this contract;
c. the services will comply with any other requirement as may reasonably be required. Any unilateral departure by the Service Provider from such Terms of Reference or standards shall be regarded as breach of contract;
d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
e. it is the owner of, or has a good title to all services delivered in terms of this contract; and
f. it shall at all times have and comply with all legal requirements and with the terms and conditions of all necessary licences, certificates, authorisations and consents required under the laws of the republic of South Africa or under any other applicable jurisdiction for the delivery of services.

7.14.9.2 All written warranties and representations made by or on behalf of the Service Provider before conclusion of this contract are binding upon the Service Provider and are deemed to have induced the Office to enter into this contract.

The Office`s rights in terms of this clause are in addition and without prejudice to any

other rights it may have in terms of this contract."

7.14.10 TERMINATION OF CONTRACT

7.14.10.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), and ensure that where applicable, natural persons who constitute the bidders comply with the Act. The Office reserves the right to disregard a bid or cancel the contract with the bidder or service provider-

a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the Office, including but not limited to any public servant constituting or in the employ of the bidder or service provider not having the necessary permissions or authorization in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
b. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any state institution, government department, provincial administration or public entity;
c. after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement prepared by the Office;
d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
    i. refrain from bidding for this contract; or
    ii. bid at an agreed price.
e. breaches any applicable SANS, legislation or policy.

7.14.10.2 The Office may immediately terminate the contract without any notice to the Service Provider if any of the following circumstances occur or exist:
If the Service Provider –

a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or

c. breaches this contract twice during the contract period.

7.15 PRECEDENCE

7.15.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

7.16 TAX COMPLIANCE

7.16.1 Bidder(s) must be tax compliant when submitting a bid to the Office and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Valued Added Tax Act, 1991 (Act No. 89 of 1991).

7.16.2 It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

7.16.3 The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.

7.16.4 Bidders are required to be registered on the CSD and the Office shall verify the bidder's tax compliance status through the CSD.

7.16.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

8. BRIEFING SESSION

8.1 A compulsory briefing session will be held for all bidders on the 10th of December 2026, 11H00, at Old Cabinet Boardroom (40 Hans van Rensburg Street, Polokwane, Limpopo Province) as published on the invitation for bid.

8.2 SUBMISSION OF BIDS

8.2.1 Bid documents should be deposited in the tender box situated at the premises of the Limpopo Office of the Premier at 40 Hans van Rensburg Street, Polokwane, before or on the closing date and time as specified in the e-Tender Portal. All bids, when they are submitted, must be sealed and must bear the official bid number as well as the title of this request for bids on the outside cover.

8.2.2 This request for bid documents contains confidential information regarding the Limpopo Provincial Administration. This information has been provided to furnish potential bidders with the data necessary to provide a holistic response. Non-public information received by any party in connection with the engagement described in this document must be treated as confidential. No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of the Limpopo Office of the Premier. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited. References to the Limpopo Provincial Administration must not be made in any literature, promotional material, brochures or sales presentations without the express written consent of the Office.

8.2.3 The bid will be administered in terms of a two-envelope system. Bidders must simultaneously submit a technical proposal and financial proposal in two (02) separate sealed envelopes marked clearly as follows:

8.2.3.1 Envelope 1 – Technical proposal (documents needed in this envelope are listed on clause 7.2.5: Package 1)

Name of bidder:

Bid No:

Title: **TRAINING OF BENEFICIARIES FOR APPRENTICESHIP TRADE IN WELDER ON THE SERVICES SETA DEVELOPMENTAL PROGRAMMES IN LIMPOPO PROVINCE**

Closing date:

Closing time: **11h00**

ALL SUPPORTING DOCUMENTS MUST BE INCLUDED IN THIS ENVELOPE.
NO PRICING WHATSOEVER MUST BE INDICATED IN THIS ENVELOPE.

BIDDERS WHO INCLUDE THE PRICE IN THIS ENVELOPE WILL BE DISQUALIFIED.

8.2.3.2 Envelope 2 – Financial Proposal (documents needed in this envelope are listed in clause 7.2.5: Package 2)

Name of Bidder:

Bid No:

Title: **TRAINING OF BENEFICIARIES FOR APPRENTICESHIP TRADE IN WELDER FOR SERVICES SETA DEVELOPMENTAL PROGRAMMES IN LIMPOPO PROVINCE**

Closing date:

Closing time: **11h00**

Only bidders who score **75** out of **100** possible points for functionality will be evaluated on the financial proposal and Preference Points. **Envelope 2** will only be opened if a bidder has obtained **75** or more points on the technical proposal contained in Envelope 1.

Failure to submit the technical and financial proposal in two separate envelopes will result in disqualification of the bidder.

9. EVALUATION AND SELECTION CRITERIA

The Office has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in	Bidder(s) are required to achieve a minimum of 75	Bidder(s) will be evaluated on price and Specific goals

paragraph 9.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	points out of 100 points to proceed to Gate 2 (Price and Specific goals)	claimed points

9.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of the Office's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

Table 1: Documents that must be submitted for pre-qualification.

No	Documents that must be submitted	Non-submission may result in disqualification.	
1.	Invitation of Bid – SBD 1	YES	Complete and sign the supplied pro forma document.
2.	Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
3.	Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Specific goals.
4.	Proof of registration on Central Supplier Database (attach detailed CSD report)	NO	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
5.	Company Registration	NO	Valid copy of CIPC Company Registration

	Certificate (CIPC document)		Certificate of a bidder (Originally Certified)
6.	Bid Proposal's Soft copy	NO	Bid Proposal on a soft copy (memory stick – two separate branded folders)
7.	Bidders' consortium or joint venture agreement	YES	The consortium or joint venture agreement must be legally compliant with the laws applicable to such consortium or joint venture agreement and must be signed by both parties.
8.	Accreditation with Services SETA/QCTO	YES	Attach valid certified copies of the certificate on Apprenticeship Trade in Welder. SAQA ID: 94100, Level 4
9.	Work placement commitment	YES	Bidders to attach commitment letters/SLA/agreement/MOU between Training Provider and Host Employers.

9.2

Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the **Pre-Qualification Criteria** will be evaluated in **Gate 1** for functionality. Functionality will be evaluated—:

i. In accordance with the Evaluation Criteria for technical functionality listed in **Annexure A**

ii. out of 100 points and Bidders are required to achieve minimum threshold of **75** points to proceed to **Gate 2 for Price and Specific goals evaluations**.

As part of due diligence, the Office may conduct a site visit at **the bidder's place of business (as per the physical address provided by the bidder on SBD1**) and/ or at a client of Bidder (reference) for validation of the previously services rendered. **The bidder must include the details of the client (reference) to facilitate such validation.** The choice of the site will be at the Limpopo Office of the Premier's sole discretion. Items to check during site inspection and not limited to:

a) Accreditation for the trade bidded for and

b) The functional training centre/workshop.

9.3 Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

Only Bidders that have met the **75** points threshold in **Gate 1** will be evaluated in **Gate 2 for Price and Specific goals** as follows:
In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

9.3.1 Stage 1- Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

9.3.2 Stage 2 – Specific goals Evaluation (20 points)

a. Specific goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their Specific goals in accordance with the table below:

Historically Disadvantaged Individuals	Number of Points (20 System)	Bidder's Claimed Points (Indicate the points)	Means of Verification
51% ≥ Women ownership	**6**		To be verified through CSD.
51% ≥ Youth ownership	**3**		To be verified through CSD.
51% ≥ People living with disability ownership	**3**		The bidder must attach a medical certificate from a qualified doctor.
51% ≥ Veteran Ownership	**3**		The bidder must attach the military service certificate which reflects the force number
Enterprises located in rural area/township	**2**		The bidder must attach a letter from the municipality, lease agreement or tribal authority not more than 12 months (NB: Letter to be in the Enterprise name).
Black-owned business with 51% ≥ shareholding	**3**		To be verified through CSD.

Specific goals points may be allocated to bidders on the submission of the following documentation or evidence:

i) A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1).

b. Joint Ventures, Consortium and Trusts

A trust, consortium or joint venture, will qualify for points for their Specific goals as a legal entity, provided that the entity claims the points and submits proof where necessary.

A trust, consortium, or joint venture will qualify for points for its Specific goals as an unincorporated entity, provided that the entity submits its consolidated Specific goals

scorecard as if it were a group structure and such a consolidated Specific goals scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The consortium or joint venture agreement must be legally compliant with the laws applicable to such consortium or joint venture agreement. The Office will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner (Prime Contractor) and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner (Prime Contractor), who shall be given the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

9.3.3 Stage 3 (80 + 20 = 100 points)

The Price and Specific goals points will be consolidated.

10 REQUESTS FOR ADDITIONAL INFORMATION

10.1 **For purposes of audit of the bid process, any request by a bidder for additional information or clarification must be submitted 7 working days before the closing date of the bid in writing. Queries may be directed to the following e-mail address: tenders@premier.limpopo.gov.za**

10.2 No telephonic or physical contacts with the officials shall be entertained.

10.3 During the bid evaluation process, additional information or clarifications may be sought by the Office. For this purpose, a bidder must provide contact details. Written responses to requests for such information or clarification must be provided within 2 working days. Failure to supply the information within the required timeframe, the bidder may be disqualified.

ANNEXURE A

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA-FUNCTIONALITY

Folio No.	Criteria	Means of Verification (Evidence)	Maximum Score	Awarded Score
	FUNCTIONALITY		**100**	
1.	**Company's Experience and Track Record(s)**		**15**	
i)	*No track record*	Bidders are to attach a list of contactable references with appointment/confirmation letters of the relevant programme bidding for (Welder) **NB:** **-Months will be translated into year(s) as per Annexure B** **-Evidence to be verified** **-Projects run concurrently to be counted as one.**	*0*	
ii)	*1 month – 12 months*		*5*	
iii)	*13 months-35 months*		*10*	
iv)	*36 months and more*		*15*	
2.	**Capacity on previously trained learners in Welder**		**10**	
i)	*No submission/less than 5 of competent Learner's Trade Test Report*		*0*	
ii)	Competent Learner's Trade Test Report submitted	Attach 5 different Learner's Competent Trade Test Report.	*10*	
3.	**Project Team Leader Qualification in Welder**		**15**	
i)	*No relevant qualification/ Failure to index Project Team leader*		*0*	
ii)	*Project Team Leader Qualification*	Bidders to attach copies of qualification and must clearly	*15*	

Folio No.	Criteria	Means of Verification (Evidence)	Maximum Score	Awarded Score
		indicate/index the Project Team Leader and attach his/her Welder qualification.		
4.	**Project Implementation Plan attached**		**20**	
i)	*No project plan or irrelevant plan/not in line with TOR*	No project plan or irrelevant plan/not in line with the TOR as per item 7.4.2.	*0*	
iii)	*Project plan in line with the TOR*	Project plan in line with the TOR as per item 7.4.2.	*20*	
5.	**Existence of the Accredited training facility in Limpopo Province**		**30**	
i)	*No Accredited Training Facilities in Limpopo Province*		*0*	
ii)	*Accredited Training Facilities in Limpopo Province*	Attach QCTO accreditation for training facility as indicated in the SBD 1 Form. Training facility: Provide an overview of the facilities to be used for training *(Interior and Exterior)*. Colour pictures must be included. ***N.B.*** *Failure to attach Colour pictures will result in the Bidder to zero (0) scoring on accredited training facilities.*	*30*	
6.	**Work placement commitment**		**10**	
i)	*Only one work placement commitment agreement in place*	Bidders to attach commitment letters/SLA/agreement/MOU between Training Provider and Host Employers.	*5*	
ii)	*More than one work placement commitment agreements in place*		*10*	

Folio No.	Criteria	Means of Verification (Evidence)	Maximum Score	Awarded Score
		Workplace commitment should be valid for the period of the contract.		
TOTAL-FUNCTIONALITY*			**100**	
PRICE			**80**	
SPECIFIC GOALS			**20**	

*** Bidders are required to achieve a minimum threshold of 75 points to proceed to Price and Specific goals points evaluations.**

ANNEXURE B

EXPERIENCE ANALYSIS FORM FOR THE COMPANY FOR THE RELEVANT TRADE BIDDED

Trade Description	ORGANISATION	PERIOD	NUMBER OF MONTHS		REFERENCE
	Where services were rendered	Start date & End Date	How many months		Attach Letters from the client
			Months	Days	
TOTAL NUMBER OF EXPERIENCE					

NAME OF THE BIDDER: _____

_____ _____

SIGNATURE DATE

Annexure A

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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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.