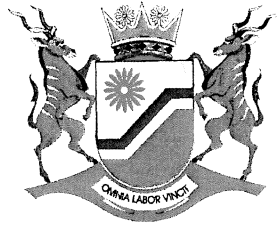


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO- OPERATIVE GOVERNANCE &TRADITIONAL AFFAIRS

BID NUMBER: CGT/100/23/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS (DATABASE) FOR CONDUCTING TRAININGS WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS

ISSUED BY:

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

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS							
BID NUMBER:	CGT/100/23/MP	CLOSING DATE: 14 JULY 2023		CLOSING TIME:	12h00		
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS (DATABASE) FOR CONDUCTING TRAININGS WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr TG Nzimande			CONTACT PERSON	Ms CP Nkuna		
TELEPHONE NUMBER	013 766 6374			TELEPHONE NUMBER	013 766 1722/34		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	gnzimande@mpg.gov.za			E-MAIL ADDRESS	nkunacp@mpg.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



TAX CLEARANCE

TCC 001**Application for a Tax Clearance Certificate****Purpose**

Select the applicable optionTenders Good standing

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

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

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)

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

I hereby authorise and instruct SARS the applicable Tax Clearance Certificate on my/our behalf. to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

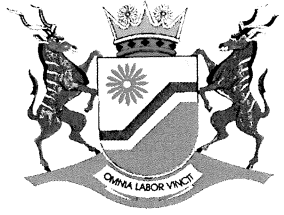
2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

COGTA

BID NO.CGT /100/23/MP

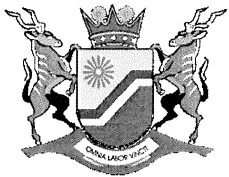
BID DOCUMENT

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING
TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.**

NAME OF BIDDER : _____

TEL NUMBER : _____

FAX NUMBER : _____

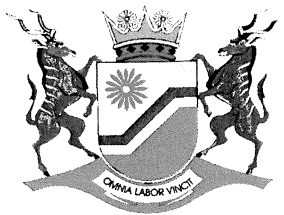


**HEAD OF DEPARTMENT
MPUMALANGA DEPT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL
AFFAIRS
PRIVATE BAG X11304
MBOMBELA 1200**

**CONTACT: MS CP NKUNA
CONTACT NUMBER: 013 766 1722**

THE BID IS VALID FOR 90 DAYS

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

COGTA

BID NO.CGT /100/23/MP

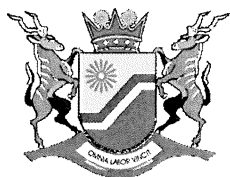
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**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING
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NAME OF BIDDER : _____

TEL NUMBER : _____

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**HEAD OF DEPARTMENT
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AFFAIRS
PRIVATE BAG X11304
MBOMBELA 1200**

**CONTACT: MS CP NKUNA
CONTACT NUMBER: 013 766 1722**

THE BID IS VALID FOR 90 DAYS

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

1. BID NOTICE AND INVITATION TO BID

BIDs are hereby invited for **Appointment Of One Or More Service Provider (Database) For Conducting Trainings In Mpumalanga Province For A Period Of Three (3) Years.**

Bid documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R100.00** or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government.

The closing date for receipt of bids is as per Bid Bulletin.

Duly completed Bids enclosed in a sealed envelope marked “**Appointment Of One Or More Service Provider (Database) For Conducting Trainings In Mpumalanga Province For A Period Of Three (3) Years** with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided **at the following** Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Piet Retief and Evander including any other office published by provincial treasury on bulletin .

A briefing session will be conducted on as per Bid Bulletin

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

2 BACKGROUND

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

The purpose of this proposal is to Capacitate by training Municipal Councillors on Municipal Finance Management Act and other related Municipal legislations, COGTA officials on Public Service Act, Public Finance Management Act including other related Public sector legislations and the Institution of Traditional Affairs to be in line with Section 6 of Traditional Leadership and Governance Framework Act, 2003 (Act no 41 of 2003) and Section 16 of the National House of Traditional Leaders Act, 2009 (Act no 22 of 2009) the national government must adopt such legislative or other measures as may be necessary to support and strengthen the capacity of the House to fulfil its functions, and such support may include provision of—

- (a) infrastructure;
- (b) finances;
- (c) human resources;
- (d) skills development programmes; and
- (e) Administrative systems.

The Department of Co-operative Governance and Traditional Affairs seek to establish partnership with training institution having memorandum of understanding and or partnership with the SETA's particularly with Local Government Sector Education and Training Authority (LGSETA), PSETA, FASSETA including with Institution of Higher Learning (FET, Colleges and Universities) for a period of 3 years in training and development of Municipal Councillors, COGTA officials and Traditional Institutions within the Mpumalanga Province.

2. 1 Strategic Intent of the Proposal – How does the Proposal link to the following

LGSETA Strategic Focus Areas

Lgseta Strategic Focus	Cogta Strategic Outcomes	Cogta Training Priorities
Enhancing good governance, leadership and management capabilities;	Efficient and effective administrative support provided to the Department	Skills programme – training on leadership skills, corporate governance, Accountability and Reporting Mechanism Learnership – Corporate governance, Bursaries – Policy Development, Law
Promoting sound financial management and financial viability Enhancing good governance, leadership and management capabilities;	Improved governance and performance in municipalities	Skills programme - role of Traditional Leadership in municipal council, Public participation, key legislation in Local Government Learnership – Local Governance legislation Bursaries - Accounting
Enhancing infrastructure and service delivery	Improved planning, development coordination and access to basic services	Skills programme – LED, spatial planning, Learnership – LED, Spatial Planning

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.**

Enhancing municipal planning Promoting spatial transformation and inclusion.		Bursaries – Development Studies, Social Sciences
Enhancing good governance, leadership and management capabilities; Promoting sound financial management and financial viability	Improved performance of Traditional Councils	Skills programme – Traditional Leadership Courts, dispute resolution skills, Gender Based Violence and Femicide (GBVF), People Management, Adult Education and Training (AET) – National Senior Certificate – Level 1,2,3,4 and NSCA Bursaries – Public Management and Administration, Office Administration
Enhancing infrastructure and service delivery Enhancing municipal planning Promoting spatial transformation and inclusion.	Developed communities in areas of traditional leadership	Skill programme – Monitoring and Evaluation, Infrastructure Management Learnership – Monitoring and Evaluation

LGSETA Scarce and Critical Skills List

Lgseta Strategic Focus	Cogta Strategic Outcomes	Cogta Training Priorities
Enhancing infrastructure and service delivery Enhancing municipal planning Promoting spatial transformation and inclusion.	Developed communities in areas of traditional leadership	Learner ship – renewable energy Artisan – plumbing, electricians, brick laying and carpentry.

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

District Development Model and Municipal Key Service Areas

Training of the Traditional Institutions has adopted the DDM in ensuring that capacity development is strengthened at a District level. The Mpumalanga Province consist of three District Municipalities, Ehlanzeni with 30 Traditional Councils (TC), Gert Sibande 17 TCs and Nkangala 13 TCs and 20 Municipalities with municipal councillors to be trained in various Municipal Financial Management areas. The Mpumalanga Province consist of 2 Kingship Councils within Nkangala District. The overarching objective of the training through a DDM is to ensure improved socio economic development, enhance corporate governance within the intergovernmental relations

2.3 Target Group or Beneficiaries (Traditional Councils)

Learners Status	Female	Male	Black (African/Coloured/ Indian/Chinese)	Youth	% People with Disability	Urban	Rural	Total
Employed	0	2	African	0	0	0	2	2
Employed	5	52	African	15	2	16	41	57
Senior Traditional Employed	84	300	African	35	2	55	329	384
Headmen/women Unemployed	360	840	African	56	2	320	880	1200
Traditional Unemployed	7	3	African	5	0	0	10	10
Kings Unemployed	294	126	African	252	4	112	308	420
Traditional Unemployed	60	0	African	25	3	16	44	60
Makhosikati Unemployed	29	29	African	58	2	16	42	58

Recruitment of Learners/Beneficiaries

Employed learners are currently employed within the Department of COGTA and they will be selected within the Department.

Unemployed learners will be recruited in the following manner;

Advertisement of training will be posted in the Traditional Council offices

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.**

Selection process for the advertised training will be conducted by the Department.

All learners will be inducted prior the commencement of the training.

The purpose of this bid is to Provides comprehensive development and Accredited Training Support to Traditional Institution, Municipal Councillors and COGTA Officials. Part of this support include the provision of development and training to provide the necessary knowledge and skills to effectively participate in Cooperative Governance.

Details of the programmes – Learning Intervention May Include But Not Limited To;

Name of Learning	Qualification Name	SAQA ID
Learnership	FETC: Electrical Engineering	72052
Learnership	NC: Corporate Governance	260341
Learnership	C: Local Government	23616
Learnership	NC: Maintain Financial records and prepare general ledger accounts	12995
Learnership	Demonstrate and understanding of policy and legal framework guiding Local Government	244175
Learnership	Participate in budget and general Financial Management processes within the public sector	242861
Learnership	NC: Financial Management	66998
Learnership	NC: Local Economic Development	36436
Learnership	FETC:Leadership development	50081
Skills Programme	Monitor, evaluate and communicate simple project schedules	120387
Skills Programme	FECT: Leadership Development	50081
Skill Programme	Apply visionary leadership to develop a strategy	120311
Skill Programme	Understand and demonstrate Gender Violence	117884
Skills Programme	NC: Victim empowerment and support	49279

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.**

Skills Programme	Select, use and care for hand tools and basic equipment and infrastructure	116167
Skills Programme	Apply layout principles of infrastructure	116127
	Facilitate co-operative governance and intergovernmental relations	244174
	Applied key municipal processes in a council function	244185
Skills Programme	Applied legal administrative and alternative dispute resolution procedures	119506
	Demonstrate and understanding of public participation in Local Government	244300
Skills Programme	Lead people development and talent management	252029
Artisan Development	Plumbing	11780
Artisan Development	Occupational Certificate in Brick Laying	93627
Artisan Development	Occupational Certificate in Electrician	91761
Artisan Development	Occupational Certificate in carpentry	94022

Training Provider

- The Department is in a process of procuring a panel of training providers in line with the training needs as detailed in the section above. The procurement will commence in quarter 2 and appointments will be concluded in quarter 3 of 2023/24 financial year. The Department will ensure that the panel for the training providers are accredited for the training to be provided in line with National Qualification Framework, SAQA and SETA requirements.
- The Department is in a process of establishing a partnership with institutions of higher learning to ensure the quality of the delivery of the training interventions.

Qualifications Leading To Registration With Professional Body

- The Department has applied for artisan development which will lead to trade testing and registration upon completion of the qualification. The Department in partnership with training service providers will ensure that learners are trade tested with NUMB.

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

Project Location

- The training project will be implemented in the entire Mpumalanga province where Traditional leadership and learners will be based in the following three district municipalities:

1. Ehlanzeni District Municipality
2. Gert-Sibande District Municipality
3. Nkangala District Municipality

2.4 Mentors and Supervisor Availability

- The Department in partnership with Traditional Council's and District Municipalities will ensure that that mentors and supervisors are available for the learners during the training programme. The Department mentor and learner relationship is 1:5 ration and this will be complied with to all learners that require workplace learning.

Amount of Time That Learners Will Be In Workplaces and the Classroom

- In relation to the amount of learner in workplace and classroom, the department will ensure that 70% of time will be allocated for workplace learning while 30% of time will be allocated for classroom learning to all the learnership qualifications applied

Workplace Approval

- No workplace approval was conducted for the department, District Municipalities and Traditional Council for the above applied learning interventions. The department will fully cooperative with the LGSETA and Other Institutions in the process of workplace approval to ensure that workplaces are in line with the legislation requirements for workplace approval

Project Implementation

Levy-Paying institutions - Indicate if WSP/ATR provides list of relevant programmes

Detail Project Plan to be attached in the proposal

Method of delivery of training (blended/face to face/e-learning)

The training will be conducted face to face.

Indicate Covid19 protocol

The Department will be directed by the Department of Health on current information regarding Covid19.

2.5 Opportunities Upon Completion – Exit Strategy

- a. Exit strategy indicate how the project will impact in the learner's life:

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

Traditional Leaders are already serving in the Local Traditional Houses however the programme will sharpen their skills and increase their knowledge in local government matters so that they can contribute in matters of local government effectively, having been equipped through the added knowledge they would have received.

b. Indicate how the project will impact on the learners life.

The overarching objectives of the project is to empower Traditional Institution in their management capabilities (financial, Human Resource and corporate governance). Service delivery will be enhanced.

c. Indicate if there will be any employment opportunities upon completion/ absorption /placements/self-employment (Will the organisation employ them, negotiate employment with other employers etc)

There will be career opportunities for employment or self-employment upon completion of the different disciplines.

2.6 Capacity to manage the project

Indicate the organization's experience in project management

COGTA has managed similar project in the past. Some funded by LGSETA and others by other SETA's. The Department does have internal capacity in managing the project including potential service providers.

Stipend disbursement management (if applicable)

2.7 Previous Experience in Managing Similar Project

2.8 Risk and mitigating factors

Risk Identified	Cause Factor	Risk Mitigating Plans	Timelines
Traditional community's needs not prioritized due to poor functionality of traditional councils.	Ineffective participation of traditional councils in Municipal affairs	Support Traditional Councils to participate in Municipal affairs	30 June 2023 and Quarterly
Poor training attendance by targeted participants	Lack of interest	Completion of commitment forms.	31 December 2023
		Decentralisation of the training venues.	31 January 2024
		Provision of common transport.	31 January 2024 and monthly
Inadequate implementation of government programmes in Traditional Councils	lack of effective oversight	Capacitate members to conduct effective oversight	30 September 2023 & 31 March 2024

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.**

Non adherence to financial management controls systems	Non-compliance of Traditional Councils with financial management systems	Monitoring of Financial administration for TCs and compile a report	30 June 2023, & quarterly
Inadequate Traditional Council Representatives in the ward committees	Lack of consultation by Councillors	Monitor the attendance of the Traditional Council Representatives in the ward committee meetings.	30 June 2023 & Quarterly
		Provide training on applied key municipal processes in a council function	
Failure by stakeholders to consider legislative inputs made by HTL	Inadequate consideration of inputs on laws affecting traditional communities	Provide training on Demonstrate and understanding of policy and legal framework guiding Local Government	31 January 2024
		Submit inputs to the parliamentary and legislatures offices responsible for the draft bills in question.	31 March 2024 & Quarterly

3. CONDITIONS OF CONTRACT

The appointed service provider should comply with the following:

- The training institution/provider must be accredited and registered with LGSETA and or Body
- The training programme and material must be accredited by The relevant SETA and or bodies
- The trainer(s)/ facilitator(s) must be subject matter specialists in the areas of financial management, project management, and or any other specified field and have the necessary qualification with certified copies of the qualifications and detailed CVs attached of trainer attached. Foreign qualifications must be evaluated SAQA (or relevant body). Have at least 1 NQF qualification higher than the training NQF level required.
- The trainers/ facilitators must be accredited with relevant bodies

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

- The training must be assessed and or moderated by an accredited and registered assessor and or moderator with relevant SETA
- The facilitators must be qualification must be pre-approved by the department 2 days before they render service
- The department reserves the right to appoint bidders on a standard negotiated rates
- The department (COGTA) reserve the right NOT to appoint more than one Bidder or to appoint bidder(s) per commodity specialization or per district.
- The appointed service provider(s) must be able to render all services appointed for as and when required.
- The Rates should be is amongst others inclusive of :Stationery / Study/Course Material, Facilitation, and Training, Assessment including Contact Sessions, Moderations, Certification, Administration and Reporting, Excluding venues & facilities and catering

4. COMPLETION PERIOD

The successful Bidder(s) will be expected to offer the services as and when required for a period of 36 months

5. MONITORING

Bidders are to note that the Department will monitor and evaluate the project through its Structured Agricultural Education & Training, Veterinary Service, Agricultural Economics and Agricultural Advisory Units staff. All payment claims are to be certified by the delegated official, before payment can be effected.

6. TAXES

Value Added Tax at 15% must be included in the rates. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department.

Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.

7. RIGHT OF COGTA TO INVESTIGATE AND SEEK CLARIFICATION

The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.

The Department shall, seek all clarifications in writing and the Bidders responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;

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- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.

8. ASSIGNMENT/ FRONTING

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

9. SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

10. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one Bidder.

11. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

12. JURISDICTION

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandi et executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

13. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder

14. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

15 EVALUATION PROCESS

The evaluation process comprises of the following phases:

15.1 Phase I: Initial screening process

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

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

- All SBD forms should be fully completed and signed
- Proof of Partnership With Tertiary Institution, (TVET, Colleges and Universities)
- The training institution/provider must be accredited and registered with LGSETA or relevant SETA or Body
- The training programme and material must be accredited by LGSETA or relevant SETA or Body
- The trainers/ facilitators must be accredited with relevant bodies
- The training Provider must have an accredited and registered assessor and moderator registered with LGSETA or relevant SETA or Body
- Attendance of compulsory briefing session and signing of attendance register as per bulletin advert.
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- ***All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.***

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Bidder restrictions and defaulters status
- Identification number and the service of the state status

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

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

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CRITERIA	WEIGHT
The providing company must have at least 3 years of previous training experience in one or more of the following areas: Public Service Act ,Public Finance Management and Municipal Finance Act And Traditional Councils Related Legislations and any other related Course at least NQF levels 2 and above ; Trainings conducted and Completed 1 Training = 1 2 Trainings = 2 3 Trainings = 3 4 Trainings = 4 5 Trainings = 5 Attach orders	20
The trainers or facilitators must have relevant qualifications with minimum of four years Degree and at least two years' training work experience. For the trainers with three-year qualification, they must have extensive work experience - at least 5 years LGSETA and Financial Management Trainings work experience. Staffing Profile Details of staff available for this Contract with attached CV, certified qualifications written and signed consent from relevant personnel with reference to this bid. The following relevant technical skills or qualifications are required: National Certificate or NQF Level 5 =1 National Diploma or NQF Level 6 =2 Bachelor's Degree or NQF Level 7 =3 Honours Degree or NQF Level 8= 4 Masters or NQF Level 9 and above =5 Attach qualification and cv of personnel	25
Relevant training institution Accreditations, provider, programme and materials. Accredited for 1 qualifications =1 Accredited for 3 qualifications =2	20

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
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Accredited for 6 qualifications =3 Accredited for 9 qualifications=4 Accredited for 12 qualifications =5 Attach accreditations	
Previous work of similar value (Trainings on Tradition Councils and Local Government Legislations Relevant Trainings conducted successful R1 000 to R50 000 =1 R51 000 to R100 000 =2 R101 000 to R200 000 =3 R201 000 to R300 000 =4 R301 000 and above =5	20
Proof of financial ability (Bank Rating) Financial Ability to execute the Contract Proof of financial ability (Bank Rating Letter) Grading A = 5 B = 4 C = 3 D = 2 E = 1 Attach Bank rating Letter	15
	100

Only bidders who attain a minimum of 60 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

e) Each panel member will rate each individual criterion on the score sheet using the following scale:

1-Poor, 2- Below average, 3- Good, 4- Good, 5- Excellent

f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 60 percent functionality proposal will be disqualified.
- j) The price will not be evaluated as this stage

15.3 Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid :

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

P min

Where

P_s= Points scored for comparative price of bid under consideration

P_t= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
 - The bidded price (maximum 80 points)
 - specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations
- f) A maximum of 20 points may be awarded to a bidder for specific goals

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.)

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS
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The specific goals allocated points in terms of this tender/RFQ	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
Locality: Mpumalanga province (Attach Proof of Company Business Address)		11 points		
Total Points		20 Points		

15.4 Phase IV: Vetting / Confirmation/ verification of Submitted Information

Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

16 CLIENT BASE

Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person(s), telephone, fax numbers and e-mails) of similar work undertaken.

COGTA reserves the right to contact references during the evaluation and adjudication process to obtain information.

17. LEGAL IMPLICATIONS

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

Successful service providers must be prepared to enter into a service level agreement with the COGTA.

COGTA reserves the right to award this bid on a non-exclusive basis, i.e. COGTA may procure similar services outside this bid with the view of securing the best service and value for money.

18. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for COGTA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

19. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

20. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
- Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.

21. FRONTING

COGTA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background COGTA condemns any form of fronting.

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER (DATABASE) FOR CONDUCTING TRAININGS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS.

COGTA in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition on any other remedies COGTA may have against the bidder/contractor concerned.

22. PRESENTATION

COGTA may require presentations/interviews from short-listed bidders as part of the bid process

23 . PRICE NEGOTIATIONS

- If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with bidder scoring the third highest points or cancel the bid.
- If the market related price is not agreed to as envisaged by the first, second and third bidder the department shall cancel the bid.
- If the price offered by the bidder scoring the highest points is not market related, the department will negotiate a market related price with the bidder scoring the highest points or cancel the bid.
- Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price

24. ACCEPTANCE OF BID OFFER

BID offers will only be accepted on condition that:

- (a) The BID Offer is signed by a person authorized to sign on behalf of the service provider;
- (b) the service provider's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with her/his BID submission;

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- (c) a service provider who submitted a BID as a Joint Venture has included an acceptable Joint Venture Agreement with her/his BID;
- (d) the service provider or a competent authorized representative of the Contractor who submitted the BID has attended the compulsory clarification meeting or site inspection;
- (e) the service provider or any of its principals is not listed on the register of BID Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;
- (f) the service provider has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- (g) The service provider or any of its Principals, Directors or Managers is not employed in the service of the State (all spheres of government) nor is a Public Representative (Councilor);
- (h) the Employer is satisfied that the service provider or any of her/his Principals have not influenced the BID Offer and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the service provider's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Quoting for this Contract or as to the amount of the BID to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed BID;
 - f. The Employer may, in addition to using any other legal remedies, repudiate the BID Offer and acceptance and declare the Contract invalid should it have been concluded already.

25. ENQUIRIES

TECHNICAL ENQUIRIES : MS CP NKUNA – 013 766 1722

ADMINISTRATIVE ENQUIRIES : Ms M NSIBANDE – 013 766 6297

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The Rates are amongst others inclusive of : transport Stationery / Study/Course Material, Facilitation, and Training, Assessment including Contact Sessions, Moderations, Certification, Administration and Reporting, (Excluding venues & facilities, Accommodation and catering for trainees)

BILL OF QUANTITIES

ITEM NO.	TYPE	DESCRIPTION	SAQA/ SETA ID	QTY. (Learner)	Rate per Credit	Rate per Training/ Course	Total Amount
Section 1		FINANCIAL MANAGEMENT		Provide Accredited training on Financial Management			
1.1		Financial Management NQF level 3: 15 Credits		1			
1.2		Financial Management NQF level 4: 18 Credits		1			
1.3		Record Keeping NQF Level 3: 15 Credits		1			
1.4		Any Other Accredited Course		1			
Section 2		LGSETA TRAININGS		Provision of Accredited training on Variuos Areas			
2.1	Learnership	FETC: Electrical Engineering	72052	1			
2.2	Learnership	NC: Corporate Governance	260341	1			
2.3	Learnership	C: Local Government	23616	1			
2.4	Learnership	NC: Maintain Financial records and prepare general ledger accounts	12995	1			
2.5	Learnership	Demonstrate and understanding of policy and legal framework guiding Local Government	244175	1			
2.6	Learnership	Participate in budget and general Financial Management processes within the public sector	242861	1			
2.7	Learnership	NC: Financial Management	66998	1			
2.8	Learnership	NC: Local Economic Development	36436	1			
2.9	Learnership	FETC:Leadership development	50081	1			
2.10	Learnership	Any Other Accredited Course		1			

SKILLS PROGRAMME									
2.10	Skills Programme	Monitor, evaluate and communicate simple project schedules	120387	1					
2.11	Skills Programme	FECT: Leadership Development	50081	1					
2.13	Skill Programme	Apply visionary leadership to develop a strategy	120311	1					
2.10	Skill Programme	Understand and demonstrate Gender Violence	117884	1					
2.11	Skills Programme	NC: Victim empowerment and support	49279	1					
2.13	Skills Programme	Select, use and care for handtools and basic equipment and infrastructure	116167	1					
2.10	Skills Programme	Apply layout principles of infrastructure	116127	1					
2.11	Skills Programme	Facilitate co-operative governance and intergovernmental relations	244174	1					
2.13	Skills Programme	Applied key municipal processes in a council function	244185	1					
2.10	Skills Programme	Applied legal administrative and alternative dispute resolution procedures	119506	1					
2.11	Skills Programme	Demonstrate and understanding of public participation in Local Government	244300	1					
2.12	Skills Programme	Lead people development and talent management	252029	1					
2.13	Skills Programme	Any Other Accredited Course		1					
		ARTISAN							
2.14	Artisan Development	Plumbing	11780	1					
2.15	Artisan Development	Occupational Certificate in Brick Laying	93627	1					
2.16	Artisan Development	Occupational Certificate in Electrician	91761	1					
2.17	Artisan Development	Occupational Certificate in carpentry	94022	1					

2.18	Artisan Development	Any Other SETA /SAQA Accredited Course		1				
Section 3		PROJECT MANAGEMENT		Provide Accredited training on Project Management				
3.1		Project Management		1				
3.2		Any Other SETA /SAQA Accredited Course		1				
Section 4		HUMAN RESOURCE TRAININGS						
4.1		any other SETA / SAQA Accredited Course		1				
4.2		any other Course		1				
Section 5		TRANSPORT						
		Rate per KM Engine Limited to 2.0 Capacity		1KM				

SUMMARY OF SCHEDULE OF QUANTITIES

SCHEDULE		DESCRIPTION FIELD OF TRAINING	AMOUNT
SCHEDULE 1		FINANCIAL MANAGEMENT	
SCHEDULE 2		VARIOUS AREAS OF TRAINING	
SCHEDULE 3		PROJECT MANAGEMENT	
SCHEDULE 4		HUMAN RESOURCE DEVELOPMENT	
SCHEDULE 5		TRANSPORT	
SUB TOTAL			
VALUE-ADDED TAX (VAT) (15%)			
TOTAL TENDER AMOUNT YEAR 1			
YEAR 2 - ANNUAL ESCALATION FROM YEAR ONE (____ %)			
YEAR 3- ANNUAL ESCALATION FROM YEAR TWO (____ %)			
TOTAL TENDER AMOUNT (YEAR 1 +YEAR 2 +YEAR 3)			

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

.....

Signature

Date

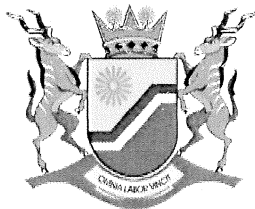
.....

...

Position

.....

Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled		3 points		
Youth		3 points		
Locality: Mpumalanga Province (Attach proof of Company Business Address)		11 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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