Request for quotations

By

the dr&pw

Department:
Roads and Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

Northern Cape Department of Roads and Public Works

BID NO: DRPQ 077/2026

PROJECT DESCRIPTION: APPOINTMENT OF AN ACCREDITED SKILLS DEVELOPMENT PROVIDER TO IMPLEMENT A ROADS SHORT SKILLS INTERVENTION IN POTHOLE REPAIR FOR 80 EPWP PARTICIPANTS IN THE JOHN TAOLO GAETSEWE DISTRICT

QUOTATION DOCUMENT MUST BE EMAILED OR HAND DELIVERED ON OR BEFORE CLOSING DATE AND TIME

CLOSING DATE AND TIME: 09/11/2026 AT 11:00

cdenysschen73@gmail.com or nkau-sokhupha@ncpg.gov.za

Department Roads and Pubic Works
9/11 Stokroos Street
Squarehill Park
Kimberley
8301

Project Manager: Enquiries EPWP: Ms C Denysschen
SCM Related: Ms N Kau-Sokupha

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF ROADS AND PUBLIC WORKS)					
BID NUMBER:	**DRPQ 0077/2026**	CLOSING DATE:	09/11/2026	CLOSING TIME:	11:00
DESCRIPTION	**APPOINTMENT OF AN ACCREDITED SKILLS DEVELOPMENT PROVIDER TO IMPLEMENT A ROADS SHORT SKILLS INTERVENTION IN POTHOLE REPAIR FOR 80 EPWP PARTICIPANTS IN THE JOHN TAOLO GAETSEWE DISTRICT**)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
9-11 STOCKROSS STREET, SQUARE HILL PARK FLOORS					
DEPARTMENT OF ROADS AND PUBLIC WORKS					
TEBOGO LEON TUME BUILDING					
8301					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN 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, 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: .....

LIST OF RETURNABLE DOCUMENTS

Returnable Documents marked with an X in the Yes column must be completed and submitted with the bid, failure to comply with the requirement may invalided your bid

No	Returnable Document	Yes	No	Firm Response
	RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE			Yes/No
1	Compulsory Briefing Session Certificate		N/A	
2	Resolution of Board of Directors	x		
3	Resolution of Directors Enter into Consortia of Joint Venture (if applicable)	x		
4	Special Resolution of Consortia or Joint Ventures (if applicable)		x	
5	Schedule of Proposed Subcontractors (if applicable)		N/A	
6	Capacity of the Tenderer	x		
7	SBD Standard Bidding Documents	x		
8	General Condition of Contract (as attached to bid document)	x		
9	Company Profile and contact information (Attached Profile of company, registration documents and B-BBEE certificate or affidavit)	X		
10	Accreditation with relevant SETA (E.g Merseta, Ceta etc) per trade	X		
12	Experience in similar training programme (Evidence of track record, references from previous projects (References letters)	X		
13	Price breakdown Schedule as requested in Terms of Reference	X		
14	Training Methodology and implementation plan (Skills workshop, workplace, assessment and certificate)	X		
15	Proof of fully equipped training facilities In John Taolo Gaetsewe Districts.– Proof of intend to lease facilities.	X		
16	Special Condition of Contract (as attached to bid document)	x		
17	Central Supplier Database Report or Number	x		
	RETURNABLE DOCUMENT NOT FOR EVALUTION PURPOSE – INCORPORATED IN A COTRACT			
18	Service Level Agreement (only with successful bidder)		X	
19	Applicable NT Contract General Conditions of Contract 2010	X		

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project: **APPOINTMENT OF AN ACCREDITED SKILLS DEVELOPMENT PROVIDER TO IMPLEMENT A ROADS SHORT SKILLS INTERVENTION IN POTHOLE REPAIR FOR 80 EPWP PARTICIPANTS IN THE JOHN TAOLO GAETSEWE DISTRICT**) (*project description as per Bid / Tender Document)*

   Bid / Tender Number: DRPQ 077/2026 *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms:
   _____

   in *his/her Capacity as: : _____(*Position in the Enterprise)*

   and who will sign as follows:
   _____
   be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

ENTERPRISE STAMP

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Current Projects (please attach annexure if space is insufficient)

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence-ment	Scheduled date of completion

Previous projects (please attach annexure if space is insufficient) (RELATED TO CONDITION ASSESMENT)

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	End Date

Name of Bidder	Signature as per resolution of board directors	Date

Evaluation Criteria

1. Eligibility

Bidder must pass eligibility to qualify for evaluation on price and preference, should bidder not comply with eligibility criteria the bid will not be considered

2. Price and Specific Goals Evaluation

80/20 preference point system for goods or services with Rand value below R50 million

Ps = Points scored for price of tender under consideration (80)

Specific Goals = (20)

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded to the nearest two decimal places.
Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract must be awarded to the tenderer scoring the highest points.

The following table must be used to calculate the score out of 20 for specific goals:

Specific Goals	Number of Points
At least 51% or more Black owned company	**10**
At least 51% or more of Women owned company	**5**
At least 51% or more of Youth owned company	**3**
At least 51% or more owned by People living with disability	**2**
Maximum Points	**20**

The following must be noted for the allocation of 20 points

- The maximum allocation of points shall be restricted to 20, irrespective of the respondent obtaining more than 20.
- A respondent might be requested to submit proof of its B-BBEE status level of contributor to substantiate the points claimed for specific goals.
- A share certificate and or CIPC information of the company might be requested to be able to verify ownership.
- Any other relevant evidence can be requested from the respondent to substantiate the claim for the 10 points from any of the above specific goals on the table.
- The above points can be increased, reduced and split to more than one specific goal, depending on the requirements of the bid and specifications, however when such is increased or reduced, the information must be published correctly to the bidder at the time of advert of the tender, but total points must not exceed 20 points.
- The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 (Government Gazette No. 47452) shall also apply.
- DRPW reserves the right to withdraw any request for proposal and/or re-advertise or to reject any proposal or to accept a part of it. DRPW does not bind itself to accepting any proposal.

Special Conditions of Contract

a. The Bidder(s) shall be deemed to have satisfied itself as to all the conditions, procedures and performance and discharge of the obligations required in terms of this document.
b. All document must be fully signed and completed by the Bidder, failure may lead to disqualification.
c. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
d. The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of the DRPW, will be disqualified from the proposal call process.
e. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the DRPW based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by DRPW and/or termination of the subsequent appointment.
f. DRPW will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
g. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by DRPW for justifiable reasons.
h. The evaluation of bids will be completed by the DRPW.

i. DRPW reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
j. DRPW reserve the right to negotiate a final proposal with any of the Bidder(s).
k. DRPW does not bind itself to accept any proposal submitted.
l. DRPW may at its discretion withdraw the proposal at any stage during the procurement process.
m. Bidders are encouraged to strictly adhere to the pricing instruction as illustrated in the the form of offer SBD3.
n. Termination: General Condition of Contract 2010 National Treasury.

TERMS OF REFERENCE (TOR) / SPECIFICATION DOCUMENT FOR SUPPLY CHAIN MANAGEMENT

APPOINTMENT OF AN ACCREDITED SKILLS DEVELOPMENT PROVIDER TO IMPLEMENT A ROADS SHORT SKILLS INTERVENTION IN POTHOLE REPAIR FOR 80 EPWP PARTICIPANTS IN THE JOHN TAOLO GAETSEWE DISTRICT

1. **PURPOSE**

The Northern Cape Department of Roads and Public Works (DRPW) invites suitably qualified and QCTO-accredited Skills Development Providers to submit proposals for the implementation of a focused roads short skills intervention in pothole repair for eighty (80) EPWP participants in the John Taolo Gaetsewe (JTG) District. The appointment will be undertaken through the prescribed Supply Chain Management processes.

The intervention must combine theory, simulated practical learning, assessment and supervised workplace exposure on an active road-maintenance project identified by the JTG District Office. The service provider will be responsible only for the training-related services and deliverables specified in this TOR.

2. **BACKGROUND AND MOTIVATION**

During the official fleet launch in the John Taolo Gaetsewe District, the Honourable Premier announced an intervention aimed at strengthening road-maintenance delivery while creating structured skills-development opportunities for local EPWP participants. The announcement highlighted the need to address deteriorating road conditions, build practical road-maintenance skills, improve employability and link public employment to visible service-delivery outcomes.

The Department consequently intends to train 80 participants in competencies relevant to pothole repair and the maintenance of bituminous road surfaces. The programme is an infrastructure-linked intervention: classroom and simulated learning must be applied during a supervised workplace phase on a District road-maintenance project.

3. **STRATEGIC AND REGULATORY ALIGNMENT**

- Expanded Public Works Programme principles, including labour-intensive delivery, participant development, fair recruitment and verified attendance;
- Provincial road-maintenance priorities and, where applicable, the conditions governing the funding source approved by the Department;
- Occupational Health and Safety Act, 1993, applicable construction regulations, traffic accommodation requirements and departmental road-maintenance specifications;
- Public Finance Management Act, Treasury Regulations, Preferential Procurement Policy Framework requirements, departmental SCM policies and applicable bid conditions;
- QCTO occupational qualification, curriculum, provider accreditation, assessment and learner-record requirements.

1. PROGRAMME OVERVIEW

Item	Description
Programme	**Short skills programme aligned to selected unit standards from the National Certificate: Construction: Roadworks, NQF Level 2 (SAQA Qualification ID 24133).**
Credits	**29 credits**
Number of Participants	**80 participants**
Duration	**30 days (1 months)**
Classroom Training	**15 days**
Workplace Training	**15 days**
Delivery Mode	**Theoretical + Practical + Workplace-Based Learning**
Target Group	**Unemployed persons / EPWP beneficiaries**

2. PROGRAMME MODULES

Type	SAQA US ID	Unit standard title	NQF	Credits
Core	9966	Establish and prepare a work area	2	**4**
Core	14560	Handle, transport, store and utilise hazardous materials on a civil construction site	2	**5**
Core	14561	Implement roadside safety procedures	2	**2**
Core	12875	Use and maintain small plant and equipment on a construction site	2	**10**
Elective	13958	Maintain and repair bituminous road surfaces	2	**8**
			TOTAL CREDITS	**29**

3. **TECHNICAL LEARNING SCOPE**

- Identify potholes, patches, edge breaks and cracks and interpret the applicable repair specification;
- Establish, demarcate and prepare a safe work area, including basic traffic accommodation and public protection;
- Identify, inspect, safely use, clean and maintain hand tools, small plant and compaction equipment;
- Select, handle and apply aggregates, asphalt/bituminous products, prime and tack coat in accordance with specifications and safety data;
- Cut, clean, excavate, shape and prepare the defective area and pavement layers;
- Place, spread, level and compact repair material to the required line, level, thickness, density and finish;
- Apply quality controls, identify defects and undertake corrective actions;
- Manage waste, spill prevention, environmental housekeeping and safe site closure;
- Compile workplace evidence and production records for completed repairs.

4. **SCOPE OF SERVICES: APPOINTED PROVIDER**

- Submit a detailed inception report, implementation plan, curriculum mapping, notional-hour schedule and risk register within five working days of appointment.
- Provide current QCTO accreditation for SAQA ID 24133 and written QCTO/CETA confirmation of the 29-credit modular delivery and recording arrangement.
- Verify learner entry requirements and register/enrol all approved learners through the authorised quality-assurance process.
- Deliver the approved learning programme to two groups of 40 using appropriately qualified learning and assessment personnel.
- Provide the compliant training venue, learner guides, facilitator materials, stationery, assessment instruments, workplace evidence tools and all training consumables included in the pricing schedule.
- Conduct induction, baseline assessment, theory, demonstrations, simulations, formative assessment, summative internal assessment, remediation and internal moderation.
- Coordinate workplace evidence requirements with the JTG District supervisors without taking over the District's operational site-supervision responsibility.
- Maintain daily attendance registers, learner files, progress records, assessment evidence, moderation records, issue logs and corrective-action records.
- Submit weekly progress reports and immediately escalate absenteeism, safety incidents, enrolment exceptions or delivery risks.
- Issue valid Statements of Results and certificates only in accordance with QCTO/CETA approval and submit a complete close-out report and compliant portfolios of evidence.

5. **DURATION AND IMPLEMENTATION MODEL**

The programme be implemented in **two (2) clustered training groups** to ensure efficient rollout and continuous learning cycles, structured as follows:

Groups	No of participants	No of facilitators	Classroom dates	Exit workplace training site
1	40	1 x facilitators	October 2026	Mid October until End October 2026
2	40	1 x facilitators	Mid October 2026	End October until Mid November 2026

The implementation approach will follow a **rolling intake model**, whereby as each group completes the classroom training phase and transitions to workplace-based training at identified sites, the next group will commence classroom training. This approach ensures continuous throughput, optimal resource utilisation, and minimal delays in programme delivery.

6. **MANDATORY BIDDER REQUIREMENTS AND RETURNABLES**

No.	Returnable document	Status
1	Completed and signed bid/quotation documents and pricing schedule	Mandatory
2	CSD registration and information required to verify tax compliance	Mandatory
3	Company registration documents and valid B-BBEE certificate or sworn affidavit, where applicable	Mandatory
4	Current QCTO accreditation and scope for SAQA ID 24133	Mandatory
5	Written QCTO/CETA confirmation permitting the proposed 29-credit modular delivery and recording arrangement, or a compliant written implementation alternative	Mandatory
6	Technical methodology, 30-day/notional-hour implementation plan and curriculum mapping	Mandatory
7	Qualifications/CVs and relevant registration evidence for proposed learning and	Mandatory

	assessment personnel	
8	Evidence of access to a compliant training venue in the JTG District for the contract period	Mandatory
9	At least three relevant project references with contactable clients and supporting appointment/reference letters	Mandatory
10	Detailed firm, VAT-inclusive pricing for both groups and total programme	Mandatory
11	Signed declaration of interests, bid conditions and authority to sign	Mandatory

7. CONCLUSION

This TOR outlines a structured skills development intervention aimed at improving road maintenance capacity, enhancing employability, and strengthening EPWP outcomes through an integrated training and workplace-based learning model aligned to PRMG requirements.

NB: Failure to comply with any of the above will lead to your bid being disqualified.

DETAILED RETURNABLE REQUIREMENTS

CRITERIA	DESCRIPTION
Company profile and contact information	Profile of company, registration documents and B-BBEE certificate or affidavit
Experience in similar training programmes	Evidence of track record, references from previous projects (Reference letters)
Training methodology	The service provider must implement a **blended learning approach** combining theoretical instruction, structured practical training, and supervised workplace-base learning to ensure that participants are able to apply acquired skills in real infrastructure environments. • **Theoretical Training** • **Practical Training** • **Workplace-Based Learning** • **Mentorship and Assessment** **Training Output Requirement** The methodology must ensure participants are **competent, work-ready, and able t apply skills in real road maintenance environments**, contributing to improved serv delivery and infrastructure sustainability under the PRMG programme.
Implementation Plan	Implementation Plan • Training of 80 beneficiaries (2 groups of 40) • Theory: 15 Days | Workplace: 15 days • Assessment: 1–2 days • Moderation: 1–2 days • Certification
Availability of fully equipped training facilities situated in Pixley Ka Seme, Namakwa and John Taolo Districts	**Proof of Physical Address** Documentation confirming the location of the training venue within the following ares: • John Taolo Gaetsewe - Mothibistad (1 x classrooms, 40 beneficiaries per facilitator) **Proof of Ownership or Lease Agreement** Valid lease agreement, ownership documents, or formal arrangement confirming legal access to the facility for the duration of the training. **Facility Description and Capacity** Details outlining: • Seating capacity • Layout and infrastructure • Available training equipment and resources
Budget breakdown, including cost per learner	Short skills programme aligned to selected unit standards from the National Certificate: Construction: Roadworks, NQF Level 2 (SAQA Qualification ID 24133)
Proof of registration (TAX compliance)	Central Supplier Database supported with SARS tax clearance certificate

PRICING SCHEDULE – FIRM PRICES (PURCHASES) SBD 3

ANNEXURE A

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

NAME OF BIDDER …… BID NUMBER DRPQ 077/2026

CLOSING TIME: _____ CLOSING DATE: 23/10/2026

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

BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

PRICING SCHEDULE: FIRM PRICES

All prices must be in South African Rand, firm for 90 calendar days from the closing date and inclusive of all applicable taxes. No additional or hidden costs will be accepted. Rates must include travel, administration and every cost required to perform the provider's obligations unless expressly excluded in section 15.

Group 1: 40 participants

Cost item	Quantity	Unit rate (R)	Amount excl. VAT (R)	VAT (R)	Amount incl. VAT (R)
Administration and learner registration	40				
Learning material	40				
Facilitation	40				
Assessment	40				
Internal moderation	40				
Training consumables, inclusive of training venue	40				
Authorised Statement of Results / certification	40				
GROUP SUBTOTAL					

Group 2: 40 participants

Cost item	Quantity	Unit rate (R)	Amount excl. VAT (R)	VAT (R)	Amount incl. VAT (R)
Administration and learner registration	40				
Learning material	40				
Facilitation	40				
Assessment	40				
Internal moderation	40				
Training consumables, inclusive of training venue	40				
Authorised Statement of Results / certification	40				
GROUP SUBTOTAL					

Authorised Signature of Bidder:……..

Special Notes to Bidder:

Bidders are hereby **strictly advised** to adhere fully to the specifications, terms, and conditions as outlined in this document.

- **No deviations, substitutions, or amendments** to the document requirements, specifications, or pricing format will be accepted or considered.
- Any submission that does not comply exactly with the tender instructions or contains alterations may be **disqualified** or rejected.
- Bidders must ensure that their proposals are complete and fully compliant with the tender document as issued, without exceptions or qualifications.

Failure to comply with this requirement may result in the bid being deemed non-responsive.

Summary and Escalations Calculations (see table below):

The Total Cost Aligned to Duration Including VAT.

Programme total

Description	Amount excl. VAT (R)	VAT (R)	Amount incl. VAT (R)
Group 1 subtotal			
Group 2 subtotal			
TOTAL BID PRICE FOR 80 PARTICIPANTS			

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

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

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

NAME OF COMPANY:_____

NAME OF AUTHORISED SIGNATORY:_____

CAPACITY IN CAMPANY:_____

AUTHORISED SIGNATORY:_____

BIDDER'S DISCLOSURE (SBD4)

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**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

…… ……
Signature Date

…… ……
Position Name of bidder

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

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.~~

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

B. 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;

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

(b) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(c) **"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

(d) **"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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR 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 Spesific Goals. Failure to claim your point will lead to Specific Goals not being awarded.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Claim Your Points (please fill in) (To be completed by Bidder)
SPECIFIC GOALS (80+20)	20 MAXIMUM	
At leas fifty one per cent (51%) or more black owned companies	10	
At leas fifty one per cent (51%) or more women owned companies	5	
At leas fifty one per cent (51%) or more youth owned companies	3	
At leas fifty one per cent (51%) or more disabled owned companies	2	
TOTAL POINTS CLAIMED	20	

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: ……
……
……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)THE DRPW in accordance with the requirements and specifications stipulated in bid number DRPQ 077/2026 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……..

WITNESSES

1 ……

2. ……

DATE: …….

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…….in my capacity as…… accept your bid under reference number DRPW 077/2026 dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
		N/A			

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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 (NIP) Programme

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

34 Prohibition of Restrictive practices

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.

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