1st Floor, Ga-Rona Building
Private Bag X129
MMABATHO
2735

SUPPLY CHAIN MANAGEMENT

Tel: +27 (18) 388- 4240
E-mail: Lebomathe@nwpg.gov.za

CALL FOR EXPRESSION OF INTEREST BID NUMBER: NWOTP 1/2026/27

APPOINTMENT OF ACCREDITED TRAINING PROVIDERS TO A PANEL FOR THE PROVISION OF APPRENTICESHIPS PROGRAMME

The Office of the Premier, North West Province, hereby invites accredited Training Providers to submit bids for Expressions of Interest (EOIs) to be appointed in a panel database of Training Providers **within a period of three (3) years.**

Interested Training Providers may apply for **one/more or all** the following occupational programmes in line with their area(s) of accreditation and capacity.

Please tick as applicable what you are bidding for in column D below.

A	B	C	D
No	**Apprenticeships Programmes**	**Tick the box applicable**	**Institutional intake capacity**
1.	Boilermaker	☐	
2.	Electrician (Engineering)	☐	
3.	Motor mechanic	☐	
4.	Millwright	☐	
5.	Diesel mechanic	☐	
6.	Fitter and Turner	☐	
7.	Electrical instrumentation	☐	

Table 1: List of training skills in Apprenticeships

Bid Number	:	NWOTP 1/2026/27
Briefing Session	:	**Microsoft Teams meeting (14/09/2026) 14-16h00**

https://teams.microsoft.com/meet/386176460685911?p=5LImh9HEHx7Gd3Jp8r

Meeting ID: 386 176 460 685 911
Passcode: bk2Ww7ea

Bid Closing Date	:	**29 September 2026 (11am)**
Validity Period	:	90 Days After Closing Date

Completed bids must be submitted in sealed envelopes and be deposited in the tender box situated at Office of the Premier, Garona Building, Financial Management Corridor, 1st Floor, University Drive, Mmabatho, Mahikeng.

Enquiries

Mr. Vutela, Fezile (Programme)	**Ms. Moeketsi, Angelinah (SCM)**
Email: Fvutela@nwpg.gov.za Tel: 018 388 5040 Cell: 060 984 5394	Email: moeketsia@nwpg.gov.za Tel: 018 388 3385 Cell: 065 983 2437
Ms. Mogalane, Pretty (Programme)	**Ms. Mgwele, Neliswa (SCM)**
Email: pmogalane@nwpg.gov.za Tel: 018 388 1930 Cell: 082 552 8699	Email: nmgwele@nwpg.gov.za Tel: 018 388 1875 Cell: 082 701 3450

Table 2: Enquiry Contacts Table

NAME OF BIDDER:

____

____

____

____

TABLE OF CONTENTS

1. ACCESING THE BID DOCUMENTS

1.1 There are three options of accessing bid documents as listed below:

1.1.1 Bid documents are available at the Office of the Premier, Garona Building, SCM Corridor, 1st Floor, University drive, Mmabatho, Mahikeng. (Mondays to Fridays 08h00-16h30) from the date of advertisement for a non-refundable fee of R300. The amount must be deposited into the Office of the Premier bank account mentioned below:

ABSA
Account No: 41-1181-1613
Cheque Account
Branch Code: 632005

1.1.2 Download the bid document for free on e-Tender Portal.

1.1.3 Download the document for free from the Office of the Premier Website.

2. REQUIREMENTS

2.1 Bidders must provide a valid portfolio of evidence of accreditation with Quality Council for Trades and Occupations (QCTO) / SETA on training facilities, facilitators/trainers, moderators, assessors and training materials.

2.2 ACCREDITATION OF TRAINING FACILITIES

2.2.1 Please indicate by ticking on **Yes or No** if you have attached proof of accreditation.

No	Training Programme	Yes	No
1.	Training institution		
2.	Workshops		
3.	Workplace		

Table 3- Accreditation of Training Facilities

2.3 ACCREDITATION OF TRAINERS

2.3.1 Please indicate by ticking on **Yes or No** if you have attached proof of accreditation.

No	Training Programme	Surname and Initials	Yes	No
1.	Facilitators/Trainers			
2.	Assessors			
3.	Moderators			

Table 4- Accreditation of Trainers

2.4 ACCREDITATION OF TRAINING MATERIAL(S)

2.4.1 Where the training provider does not have its own accredited training material, they must provide proof of purchase of accredited training materials from other institutions. Please indicate by ticking on **Yes or No** for attachment of required proof.

No.	Training Material	Yes	No
1.	Boilermaker		
2.	Electrician (Engineering)		
3.	Motor mechanic		
4.	Millwright		
5.	Diesel mechanic		
6.	Fitter and Turner		
7.	Electrical instrumentation		

Table 5- Accreditation of training materials

3. BIDS THAT WILL NOT BE ACCEPTED

3.1 Bids deposited in the tender box after the closing date and time.

3.2 Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids.

4. REASONS FOR DISQUALIFICATION

4.1 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example, memberships that do not exist, experience, etc.

4.2 Bidders who received information not available to other bidders through fraudulent means.

4.3 Bidders who made false declarations or misrepresented facts on the Standard Bidding Documents.

4.4 Bidders who are listed on the National Treasury's Database of restricted suppliers.

4.5 Bidders whose directors are employed by Government or any Organ of State.

5. RETURNABLE DOCUMENTS/ ADMINISTRATIVE REQUIREMENTS

5.1 The following returnable documents should not be re-typed, but must be completed in full and in ink by duly authorised persons:

5.1.1. SBD 1 – Invitation to bid.

5.1.2. SBD 4 – Declaration of interest.

5.1.3. General Conditions of contract (GCC) initialised on each page

5.1.4. A company profile

5.1.5. Joint venture/trust/consortium , where applicable agreement must be attached, and the below listed requirements apply:

5.1.5.1. A copy of agreement signed by all parties must be attached.

5.1.5.2. Separate Tax Pin for each supplier/MAAA number.

5.1.5.3. Joint Bank Account details must be submitted. In the absence of a joint bank account, a written agreement between all the parties involved stipulating the designated bank account into which payment must be affected, must be submitted.

6. SBD FORMS

6.1 SBD 1- INVITATION TO BID

PART A

INVITATION TO BID

CALL FOR EXPRESSION OF INTEREST (EOI)APPOINTMENT OF ACCREDITED TRAINING PROVIDERS TO A PANEL FOR THE PROVISION OF APPRENTICESHIPS PROGRAMMES					
BID NUMBER:	**NWOTP 1/2026/27**	CLOSING DATE:	**29/09/2026**	CLOSING TIME:	11h00
DESCRIPTION	The Office of the Premier, North West Province, hereby invites accredited Training Providers to submit bids for Expressions of Interest (EOIs) to be appointed in a panel database of Training Providers **within a period of three (3) years.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OFFICE OF THE PREMIER					
FIRST FLOOR, SCM CORRIDOR					
UNIVERSITY DRIVE, MMABATHO					
MAFIKENG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Ms. A Moeketsi**		CONTACT PERSON	**Mr. F Vutela**	
TELEPHONE NUMBER	**018 388 3385 065 983 2437**		TELEPHONE NUMBER	**018 388 5040 060 984 5394**	
FACSIMILE NUMBER	**NONE**		FACSIMILE NUMBER	**NONE**	
E-MAIL ADDRESS	Moeketsia@nwpg.gov.za		E-MAIL ADDRESS	fvutela@nwpg.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					

<table>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td></td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="2">TICK APPLICABLE BOX]
Yes ☐ ☐ No</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td>TICK APPLICABLE BOX]
Yes ☐ ☐ No</td></tr>
<tr><td colspan="6">[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]</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED?</td><td colspan="2">Yes ☐ No ☐
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>Yes ☐ No ☐
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="6">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="6">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
DOES THE ENTITY HAVE A BRANCH IN RSA? YES ☐ NO ☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN 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.</td></tr>
</table>

PART B

TERMS AND CONDITIONS FOR BIDDING

• **BID SUBMISSION:**
3.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED.   3.2 **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3.3 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.   3.4 **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

• 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 TAX COMPLIANCE CERTIFICATE (TCS) TOGETHER WITH THE BID DOCUMENT.
2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE/PIN/ CENTRAL SUPPLIER DATABASE (CSD) NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE 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 OR 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: ___________________

6.2 **SBD 4 - BIDDER'S DISCLOSURE**

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

____
____
____
____

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3. GENERAL DECLARATION

I,

____,

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

3.11 I have read and I understand the contents of this disclosure.

3.12 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.13 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.14 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.

3.15 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.

3.16 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.

3.17 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

Signature	**Date**
Designation	**Name of bidder**

7. TERMS OF REFERENCE

7.1 PURPOSE OF THE TENDER

7.1.1 To appoint a panel of Training Providers to provide the skills sets listed below: -

7.1.1.1 Boilermaker

7.1.1.2 Electrician (Engineering)

7.1.1.3 Motor mechanic

7.1.1.4 Millwright

7.1.1.5 Diesel mechanic

7.1.1.6 Fitter and Turner

7.1.1.7 Electrical instrumentation

7.2 BACKGROUND

7.2.1 The Office of the Premier in the Northwest Province has entered into a Memorandum of Agreement with merSETA for the delivery of funded skills development programmes aimed at addressing identified sector skills shortages and improving employability in the beneficiaries.

7.3 PROJECT DESCRIPTION

7.3.1 The Office of the Premier, in partnership with the Sector Education and Training Authority (merSETA), is implementing a multi-year skills development programme in the Northwest Province. This project is aimed at: -

- enhancing artisan development
- strengthening provincial economic participation
- addressing youth unemployment

7.4 LEGISLATIVE FRAMEWORK APPLICABLE TO THIS BID

7.4.1 This bid shall be governed by, but not limited to, the following legislation and prescripts:

7.4.1.1 Constitution of the Republic of South Africa, 1996.

7.4.1.2 Public Finance Management Act, 1999 (Act No. 1 of 1999).

7.4.1.3 National Treasury Regulations.

7.4.1.4 National Treasury SCM Instructions and Practice Notes.

7.4.1.5 Preferential Procurement legislation and applicable Regulations.

7.4.1.6 Skills Development Act, 1998 (Act No. 97 of 1998).

7.4.1.7 Skills Development Levies Act, 1999 (Act No. 9 of 1999).

7.4.1.8 National Qualifications Framework Act, 2008 (Act No. 67 of 2008).

7.4.1.9 Quality Council for Trades and Occupations Act, 2008 (Act No. 26 of 2008).

7.4.1.10 Occupational Qualifications Sub-framework Policy.

7.4.1.11 Manufacturing, Engineering and Related Services Sector Education and Training Authority (merSETA) Policies and Guidelines.

7.4.1.12 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), where applicable.

7.4.1.13 Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

7.4.1.14 Office of the Premier Supply Chain Management Policy.

7.5 DEFINITIONS

7.5.1 **Service Provider:** Shall mean training service provider appointed by the Office of the Premier through this tender contract to provide training. The term Service Provider and training providers as used in these terms of reference mean one and the same thing.

7.5.2 **Apprenticeships:** Shall mean a vocational education and training programme, which consist of structured Learning component and practical work experience, leading to a qualification on the National Qualifications Framework (NQF). For purposes of this tender the apprenticeships shall mean the Child and Youth Care Work apprenticeships program NQF L5.

7.5.3 **The Office:** Shall mean the Office of the Premier in the Northwest Province.

7.5.4 **Learner:** Shall mean out of school and unemployed youth between the ages of 18 and 35yrs contracted in a Learnership program with the Department.

7.5.5 **Stipend:** Shall mean an amount given to learners on a monthly basis for travelling and subsistence.

7.5.6 **Practical:** Shall mean the practical work that learners perform in relation to theory acquired in a classroom.

7.5.7 **Structured Learning Component:** Shall mean learning activities acquired in a classroom under the guidance of a qualified trainer/ facilitator, the constitute 30% of the entire program.

7.5.8 **Facilitator/Trainer:** Shall mean a qualified and accredited person providing instructional learning.

7.5.9 **Assessor:** Shall mean an individual who is qualified to evaluate level of learner competence in specific learning area or field.

7.5.10 **Mentor:** Shall mean a seasoned qualified and experienced person who will be guiding and supporting the learner during practical.

7.5.11 **Unit Standards:** Shall mean building blocks of Qualifications, Skills program or Learnerships and forms a basis for approved learning program. They are a description of expected outcomes of learning for which a learner will get credit for.

7.5.12 **Learnership Agreement:** Shall mean a training contract for a specific period, entered by the learner, the trainer, and the employer.

7.5.13 **Contract of Employment:** Shall mean an employment agreement entered by the learner and the department for a period of the learnership.

7.5.14 **Tranche:** Shall mean Portion of payments made to the service provider after delivery of specific Milestones and/ objectives.

7.5.15 **Close-out Report:** Shall mean a report provided by the service provider at the end of the project.

7.6 ACRONYMS

7.6.1 **NQF** : National Qualification Framework.

7.6.2 **SAQA** : South African Qualification Authority

7.6.3 **SETA** : Sector Education and Training Authority

7.6.4 **ETQA** : Education and Training Quality Assurance

7.6.5 **FET** : Further Education and Training

7.6.6 **NLR** : National Learner Record

7.6.7 **PFMA** : Public Financial Management Act

7.6.8 **SLA** : Service Level Agreement

7.6.9 **QCTO** : Quality Council for Trades and Occupations

7.7 SCOPE OF WORK

7.7.1 The scope of work of this merSETA training programme entails training and certification of learners in Apprenticeships over a designated period of applicable curriculum.

- Boilermaker
- Electrician (Engineering)
- Motor mechanic
- Millwright
- Diesel mechanic
- Fitter and Turner
- Electrical instrumentation

7.8 DELIVERABLES

7.8.1 Full compliance to the merSETA approved Programme Implementation Plan.

7.8.2 Maximum placement-rate for all learners requiring workplace placement.

7.9 RESPONSIBILITIES OF THE SERVICE PROVIDER

7.9.1 The successful bidders shall provide the following: -

7.9.1.1 Accreditations/registration of training project team and facilities

- Accredited facilitators/trainers
- Registered assessors.
- Registered moderators.
- Accredited learning material.
- Accredited training facilities

7.9.1.2 Workplace-Based Learning; where applicable, the training provider shall:

- Facilitate workplace placements.
- Monitor learner progress.
- Maintain workplace logbooks.
- Liaise with employers**.**

7.9.1.3 Assessments and Certification; the Training Provider shall:

- Conduct formative and summative assessments.
- Facilitate moderation.
- Coordinate external assessments.
- Facilitate trade tests where applicable.
- Ensure that successful learners receive nationally recognised certificates.

7.9.1.4 Production of training reports; the Training Provider shall submit quarterly reports including:

- Learner attendance.
- Assessment outcomes.
- Workplace placement reports.
- Financial expenditure reports.
- Performance against milestones.

7.9.1.5 **Compliance and record keeping**;

- The training provider shall ensure compliance with relevant skills development legislation and regulations.
- At all times, maintain complete, accurate, and audit-ready learner files, financial records, and programme documentation.

7.9.1.6 **Financial Management**;

- The training provider shall track programme budgets and actual expenditure against approved funding allocations.
- Reporting variances on monthly basis. Monitor and verify the accuracy and timely payments for all programme related costs.
- Maintain a complete audit trail of all financial transactions. Ensure compliance with approved budgets of merSETA funding conditions.

7.9.2 In addition, the training provider also: -

7.9.2.1 Recruitment and placement of learners during the programme rollout**;**

7.9.2.2 Provide programme planning and a detailed implementation plan;

7.9.2.3 Ensure programme implementation complies with merSETA and QCTO requirements.

7.9.2.4 Verify legibility of the candidates for placement in line with QCTO standards.

7.9.2.5 Registration of learners with merSETA

7.9.2.6 Quarterly learner progress report reflecting both Classroom and Practical Work Assessment.

7.9.2.7 Facilitate signing of Learnership agreements and contract of employment.

7.9.2.8 Submit results to the relevant merSETA for learner qualification verification and confirmation for issuing of Certificate.

7.9.2.9 Provide the Office with certificates of qualified learners.

7.9.2.10 Submit invoice together with all relevant documentation to Office of the Premier to ensure processing the claim.

7.9.2.11 A comprehensive close-out report at the end of the programme.

7.9.2.12 The last payment will be made after submission of the statements of results.

7.9.2.13 Training Providers shall cooperate with monitoring, evaluation, audits and quality assurance visits undertaken by the Office of the Premier, merSETA or any authorised oversight body.

7.10 **RESPONSIBILITY OF THE OFFICE OF THE PREMIER**

7.10.1 Oversee the recruitment and placement of learners by training providers;

7.10.2 Allocate budget for the project

7.10.3 Appoint the project management leader and a project team;

7.10.4 Pay Training Provider(s);

7.10.5 Monitor and evaluate the delivery of the project.

7.10.6 Implement quality assurance strategies across all programme activities, including training delivery, workplace learning, assessment, and administrative processes.

7.10.7 Conduct periodic quality reviews and learner satisfaction assessments.

7.11 EVALUATION CRITERIA

7.11.1 This bid will be evaluated in line with the following criteria: -

7.11.1.1 **STAGE 1-MANDATORY REQUIREMENTS-** This refers to non-negotiable full compliance.

7.11.1.2 **STAGE 2- ADMINISTRATIVE REQUIREMENTS** at this stage corrections to all omissions can be corrected, but it should not be corrections that will change the evaluation results. All corrections must be done before progressing to the next stage of evaluation and bidders must be given five (5) working days.

7.11.1.3 **STAGE 3- EVALUATION OF FUNCTIONALITY** – the bidder must obtain 70 from a total of 100 points to progress for further evaluation.

7.11.1.3.1 The following documents must be submitted for claiming of points, omissions will not be accepted, bidders will not be allowed to be contacted to make amends, where there are omissions.

- A detailed proposal on how the **Artisans Recognition of Prior Learnings** training will be implemented with due attention to methodology that meets the training requirements of merSETA's Skills

Development Programmes in line with the functionality Table below.

- Reference letters
- Audited financial statements
- Proof of training facilities address.

7.12 EVALUATION OF PRICE AND PREFERENTIAL POINTS

7.12.1 Evaluation of price and preferential point system will be applied when quotations are requested. An 80/20 Preferential Point System will apply.

7.13 FUNCTIONALITY CRITERIA TABLE FOR APPRENTICESHIP

No	Criteria	Weight	Allocation of scores
1.	**METHODOLOGY**	**50**	**Guidelines on allocation of scores**
	1.1 Historical aspects based the previous work done by the bidder	**(25)**	**Allocation of points**
	1.1 Briefly narrate the historical methodology of one (1) Apprenticeships training project you have successfully completed. The narration should cover the headings (1 to 9) below: Attach proof for each heading (e.g. A close-out report of the Project)		
	1 Start date of the programme. 2. Completion date of the programme. 3. How many learners enrolled for the apprenticeships training programme? 4. How many learners completed? 5. How many learners were successfully placed in the workplace? 6. Challenges experienced and how they were dealt with. 7. Risks experienced 8. Mitigation strategies applied and the results. 9. List of workplace centers you have successfully placed the learners. (This		1)The historical methodology that fully addresses the criteria and there has been successful workplace placement of above 70 % = (25 Points) 2) The historical methodology that fully addresses the criteria and there has been successful workplace placement of 70 % = (20 Points) 3) The historical methodology that fully addresses the criteria and there has been successful workplace placement below 70 % = (15 Points) 4) All proposals that did not address all the historical requirements (1-9) but have made

No	Criteria	Weight	Allocation of scores
	will also include learners that have successfully started businesses.)	a successful workplace placement above 70% = (10 Points)	
		5) All proposals that did not address all the historical requirements (1-9) but have made a successful workplace placement below 70% = (05 Points)	
No	**Criteria**	**Weight**	**Allocation of scores**
1.2	**Training programme implementation plan**	(25)	
	Provide an implementation plan that covers the following: - 1. Learner recruitment, selection and onboarding. 2. Learner facilitator ratio 3. Theoretical lessons plan 4. Practical sessions/workshop schedule 5. Assessment plan for learners 6. Trade Tests schedule 7. Learner exit strategy 8. Indicate how the learners would be transported from classroom to workshops.		1)The implementation plan that fully addresses the criteria (25 Points)
			2) The implementation plan that addresses only 6 of the 8 criteria but includes; Trade Test schedule, Learner Exit Strategy shall score 10 points. **Should this bidder makes to the panel, it would be mandatory that the bidder comply with all items not addressed in a proposal before award.**
			3) The implementation plan that addresses fewer than 6 of the criteria two (02) points
2	**Evaluation of similar training programme(s) completed. The evaluation will be based on authentic reference letters. Authentic reference letters must be on the letterhead of the client, signed by the representative with valid contact details of the referee and have a date (20 points)**		
	Three reference letters for similar training programmes	20	Letters that do not meet the set standard of authenticity will be awarded **0 point.**
	Two reference letters for similar training programmes	10	
	One reference letter for similar training programmes	5	

3	**Financial capacity: Companies will be verified on the level of financial ability to execute the project. Audited Statement by a registered auditor for the past two financial years. (20 points)**		
	Increase in turnover from previous year.	(20)	Financially stable.
	Current ratio of 2:1 for both years. Balance sheet.		
	Liquidity ratio exceeding 1 for both years. Statement of profit and loss		
	Increase in turnover from previous year.	(10)	Improved financial capacity.
	Current ratio of 2:1 for the latest year.		
	Liquidity ratio exceeding 1 for the latest year.		
	Decrease in turnover from previous year.	(5)	Declined/unsure financial status will be determined by a decline in any of the evaluation criteria or lack of information to conclude
	Current ratio of below 2:1 for both/latest year.		
	Stagnant decrease from the previous year on Liquidity ratio.		
	Financial statements not submitted/ incomplete records.	(0)	Non submission of information/ financial statements that are not audited
4	**Evaluation of the location of the training institution to be used by the Training Provider(s) 10**		
	All Training Providers/Institutions located in the North West Province	10	Points will not be allocated if proof of location of training facility is not attached at the closure of the bid.
	All Training Providers/Institutions located outside the North West Province	05	
	Total points		**100**

NB: BIDDERS MUST SCORE AT LEAST 70 FROM THE TOTAL OF 100 POINTS TO PROGRESS TO THE NEXT STAGE

7.14 **VETTING**

7.14.1 All bidders that have scored 70 points and above will be vetted and upon the outcome, the Office of the Premier shall finalise the bidding process.

7.14.2 Bidders with positive outcome from the vetting process will be appointed in a database.

7.15 **CONTRACTING**

7.15.1 All appointed Service Providers will sign applicable contract/s with Office of the Premier.

7.15.2 The contract will be within the duration three (3) year.

7.16 **UTILISATION OF THE PANEL**

7.16.1 Once the bidding process is finalised, the service providers will be segregated according to the location of their training venues and the trades as per the five (5) Tables below:

Ngaka Modiri Molema- Cluster 1		
No	**Artisans' recognition of prior learnings Programmes**	**Trades**
1.	Boilermaker	Trade 1
2.	Electrical	Trade 2
3.	Motor mechanic	Trade 3
4.	Millwright	Trade 4
4.	Diesel mechanic	Trade 5
5.	Fitter and Turner	Trade 6
6.	Electrical instrumentation	Trade 7

Dr Ruth Segomotsi Mompati District - Cluster 2		
No	**Artisans' recognition of prior learnings Programmes**	**Trades**
1.	Boilermaker	Trade 1
2.	Electrical	Trade 2
3.	Motor mechanic	Trade 3
4.	Millwright	Trade 4

5.	Diesel mechanic	Trade 5
6.	Fitter and Turner	Trade 6
7.	Electrical instrumentation	Trade 7

Dr Kenneth Kaunda District- Cluster 3		
No	**Artisans' recognition of prior learnings Programmes**	**Trades**
1.	Boilermaker	Trade 1
2.	Electrical	Trade 2
3.	Motor mechanic	Trade 3
4.	Millwright	Trade 4
5.	Diesel mechanic	Trade 5
6.	Fitter and Turner	Trade 6
7.	Electrical instrumentation	Trade 7

Bojanala Platinum District-Cluster 4		
NO	**Artisans' recognition of prior learnings Programmes**	**Trades**
1.	Boilermaker	Trade 1
2.	Electrical	Trade 2
3.	Motor mechanic	Trade 3
4.	Millwright	Trade 4
5.	Diesel mechanic	Trade 5
6.	Fitter and Turner	Trade 6
7.	Electrical instrumentation	Trade 7

Companies located outside the Province- Cluster 5		
No	**Artisans' recognition of prior learnings Programmes**	**Trades**
1.	Boilermaker	Trade 1
2.	Electrical	Trade 2
3.	Motor mechanic	Trade 3
4.	Millwright	Trade 4
5.	Diesel mechanic	Trade 5
6.	Fitter and Turner	Trade 6
7.	Electrical instrumentation	Trade 7

- Whilst appointed in a panel, quotations will be requested from all services providers under a specific cluster and per trade.

- Rotation of the service providers within a cluster will depend on the number of service providers available.
- Learners will naturally be allocated in the district/cluster where they reside, other factors may influence learners' allocation.
- Limited competition within the clusters may influence the process of requesting quotations.

7.17 **SPECIAL CONDITIONS OF CONTRACT**

7.17.1 The training and all associated processes should be conducted within the general conditions in relation to the trades in focus as dictated by SETA/QCTO and SAQA.

7.17.2 The Office of the Premier reserves the right to award the contract to one service provider and does not bind itself to accept the lowest or any bid.

7.17.3 Where there is a clash between Special Condition of contract and General condition of contract, General Conditions of contract will prevail. Panel members will be subject to ongoing performance assessment against the indicators specified in the applicable SLA. Persistent under performance, material non-compliance, or breach of the panel terms and conditions may result in suspension or removal from the panel, following a fair process.

7.17.4 The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that shall not be to the detriment of the North West Provincial Government.

7.17.5 Only youth will be considered as learners for this opportunity.

7.18 **RIOTS AND UPRISINGS**

7.18.1 In an event of strikes and uprisings, the service provider shall suspend classes for the duration of such uprising and strikes provided that the safety of both staff and learners is in jeopardy or under threat. The provider shall explore ways and means of making up for lost time and complete the project within the stipulated timeframes. If additional costs are to be incurred as a result of this then the parties must first agree before the amount is included.

7.19 **SECURITY**

7.19.1 The service provider shall be responsible for the safe keeping of all training material and other personal belongings. Damages to these materials and possessions shall remain the liability of the training provider unless justifiable cause can be proved i.e. negligence on the part of the employer resulting in damage or to the said material and possessions.

7.20 **ENQUIRES**

Mr. Vutela, Fezile (Programme)	**Ms. Moeketsi, Angelinah (SCM)**
Email: Fvutela@nwpg.gov.za Tel: 018 388 5040 Cell: 060 984 5394	Email: moeketsia@nwpg.gov.za Tel: 018 388 3385 Cell: 065 983 2437
Ms. Mogalane, Pretty (Programme)	**Ms. Mgwele, Neliswa (SCM)**
Email: pmogalane@nwpg.gov.za Tel: 018 388 1930 Cell: 082 552 8699	Email: nmgwele@nwpg.gov.za Tel: 018 388 1875 Cell: 082 701 3450

Submitted by:

____
BS Malwane
BSC Chairperson

Date: ___________

Approved:

____
MP Mogotlhe
Accounting Officer

Date:______________

7.21 **ANNEXURE A: GENERAL CONDITIONS OF A CONTRACT**

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

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

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

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