

5/2/2/1-DALRRD-0027 (2022/2023)

APPOINTMENT OF ACCREDITED PRIVATE AND NGO TRAINING PROVIDERS ONTO A NARYSEC PANEL OF PRIVATE TRAINING PROVIDERS FOR A THREE-YEAR PERIOD.

CLOSING DATE: 2 DECEMBER 2022 @ 11:00

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

Date	Province	Venue	Time
14 November 2022	Gauteng	20 Steve Biko (formerly Beatrix) Street, Arcadia, Pretoria Agriculture Place Building (Lapa).	10:00
15 November 2022	North West	1 Station Road, Molopo Complex, Mahikeng.	10:00
15 November 2022	Free State	Deeds Office, Training Room, Cnr Aliwal Street & Nelson Mandela Drive, Bloemfontein.	10:00
16 November 2022	Limpopo	70 Hans Van Rensburg Street, Polokwane.	10:00
16 November 2022	Northern Cape	Compound Building Boardroom, 13 Compound Street, Kimberley.	10:00
17 November 2022	Mpumalanga	17 Van Rensburg Steet, Bateleur Building, Nelspruit.	10:00
17 November 2022	Eastern Cape	Block H, Ocean Terrance, Cnr Moore and Coult's Street, Quigney, East London.	10:00
18 November 2022	KwaZulu-Natal	270 Jabu Ndlovu Street, Pietermaritzburg.	10:00
18 November 2022	Western Cape	Ulwazi Boardroom, NGI Offices, 22 Rhodes Avenue, Mowbray.	10:00

TECHNICAL ENQUIRIES : Mrs. Carol-Ann Judd/ Mr Lyborn Maswangany

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BID RELATED ENQUIRIES : Mr Abie Olyn/ Nokuthula Zwane

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TECHNICAL PROPOSAL – PART 1 OF 1

LA 1.1



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Reabetswe Makena: **Tel:** (012) 312 9518

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM

BID NUMBER: 5/2/2/1-DALRRD-0027 (2022-2023)

CLOSING TIME: 11H00

CLOSING DATE: 2 DECEMBER 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 4 NOVEMBER 2022

MAP TO BIDDER BOX (B BOX)

5/2/21-DALRRD-0027(2022-2023)) CLOSING DATE: 2 DECEMBER 2022 AT 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

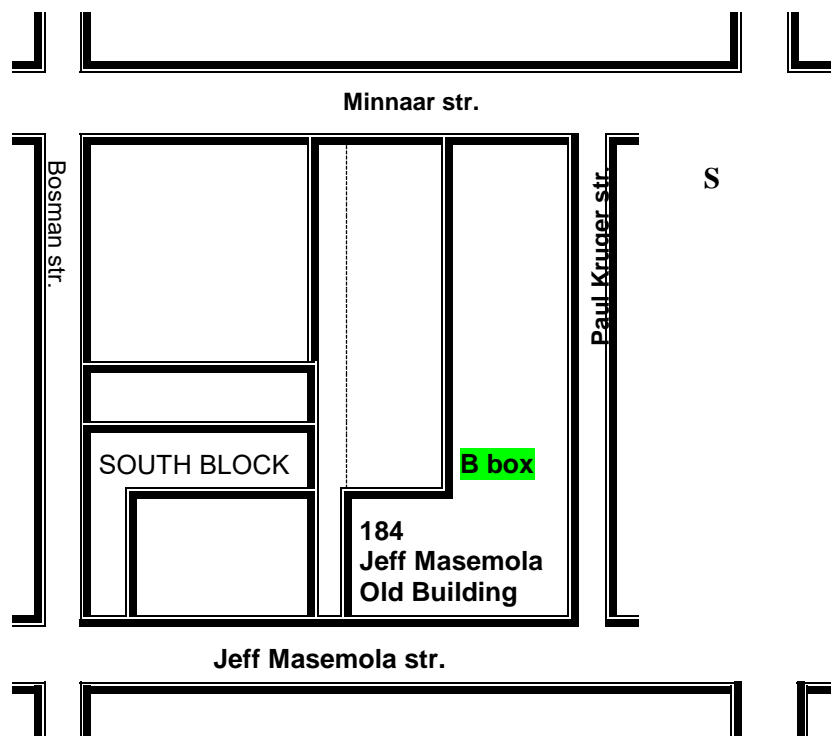
The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Rural Development & Land Reform
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT & LAND REFORM IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

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.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)			
BID NUMBER:	5/2/21-DALRRD-0027 (2022-2023)	CLOSING DATE:	02 DECEMBER 2022
		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF ACCREDITED PRIVATE AND NGO TRAINING PROVIDERS ONTO A NARYSEC PANEL OF PRIVATE TRAINING PROVIDERS FOR A THREE-YEAR PERIOD.		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM			
184 JEFF MASEMOLA STREET			
PRETORIA			
0001			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms Nokuthula Zwane	CONTACT PERSON	Mrs. Carol-Ann Judd / Mr Lyborn Maswanganyi
TELEPHONE NUMBER	012 312 8275/ 012 312 9518	TELEPHONE NUMBER	(012) 312 9483/ (012) 312 9626
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Nokuthulazw@dalrrd.gov.za /Abie.olyndalrrd.gov.za	E-MAIL ADDRESS	carol-ann.judd@dalrrd.gov.za lyborn.maswanganyi@dalrrd.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



PROGRAMME: NATIONAL RURAL YOUTH SERVICE CORPS (NARYSEC)
Private Bag X833, Pretoria, 0001; Tel: 012 312 9483

TERMS OF REFERENCE FOR THE APPOINTMENT OF ACCREDITED PRIVATE TRAINING PROVIDERS ONTO A NARYSEC PANEL OF TRAINING PROVIDERS FOR A THREE-YEAR PERIOD.

1. PURPOSE

1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) wishes to appoint accredited training providers onto a National Rural Youth Service Corps (NARYSEC) database of private training providers for a three-year period.

2. BACKGROUND

2.1. The NARYSEC Programme within the Branch Rural Development (RD) is responsible for identifying and securing tangible exit opportunities for unemployed rural youth, linked to employment, entrepreneurship and further studies, as well as for providing the relevant skills development required to transition the youth into these confirmed opportunities. The NARYSEC Programme has, since its inception, offered skills development opportunities to over 17 000 youth across the nine provinces. Learning programmes implemented, were occupational qualifications and/or skills programmes, that cut across, amongst others, the following industry sectors:

- Agriculture;
- Communications;
- Energy & Water;
- Education;
- Hospitality;
- Information Technology;
- Health & Safety;
- Engineering;
- Manufacturing;
- Transport; and
- Tourism.

2.2. The NARYSEC programme has, since its inception in 2010, been utilising the services of public Technical and Vocational Education and Training (TVET) Colleges and Universities

for the delivery of the skills development programme. Currently TVET colleges are being utilised in all nine provinces for the delivery of skills development interventions for the NARYSEC Programme. Training capacity required by the NARYSEC Programme has increased exponentially since 2010 and it has become necessary for the NARYSEC programme to procure the services of additional training providers to provide for the current training demands of the programme.

- 2.3. The desired database of private training providers will include private, non-profit and non-government organization (NGO) training providers, who hold the necessary accreditation to implement the desired learning programmes and have the capacity to train the required numbers of youth.

3. OBJECTIVES

- 3.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is therefore seeking to appoint a panel of accredited private training providers, for a period of three years, to:

- 3.1.1 Conceptualise, develop and deliver skills development interventions required to prepare NARYSEC youth to access confirmed exit opportunities.

It is envisaged that exit opportunities for the NARYSEC youth will cut across all economic sectors, emerging and established, within rural areas. Given the mandate of the DALRRD, exit opportunities and the accompanying skills interventions, within the entire agriculture value chain will be prioritised.

- 3.1.2 Develop and package learning programmes (occupational qualifications and skills programmes, accredited and non-accredited) across the economic sectors represented by the Quality Council for Trades and Occupations (QCTO) and 21 Sector Education and Training Authorities (SETAs), which are:

- a) Agriculture Sector Education & Training Authority (AGRISETA)
- b) Banking Sector Education & Training Authority (BANKSETA)
- c) Construction Education & Training Authority (CETA)
- d) Chemical Industries Education & Training Authority (CHIETA)
- e) Culture, Arts, Tourism, Hospitality and Sport Education & Training Authority (CATHSSETA)
- f) Energy and Water Sector Education & Training Authority (EWSETA)
- g) Education Training and Development Practices Sector Education & Training Authority (ETDPSETA)
- h) Fibre, Processing & Manufacturing Sector Education & Training Authority (FP&MSETA)

- i) Food and Beverage Manufacturing Industry Sector Education & Training Authority (FOODBEV)
- j) Financial and Accounting Services Sector Education & Training Authority (FASSET)
- k) Health and Welfare Sector Education & Training Authority (HWSETA)
- l) Insurance Sector Education & Training Authority (INSETA)
- m) Local Government Sector Education & Training Authority (LGSETA)
- n) Media, Advertising, Information and Communication Technologies Sector Education & Training Authority (MICTSETA)
- o) Manufacturing, Engineering and Related Services Sector Education & Training Authority (MERSETA)
- p) Mining Qualifications Authority (MQA)
- q) Public Service Sector Education & Training Authority (PSETA)
- r) Safety and Security Sector Education & Training Authority (SASSETA)
- s) Services Sector Education & Training Authority (SERVICES SETA)
- t) Transport Education & Training Authority (TETA)
- u) Wholesale and Retail Sector Education & Training Authority (W&RSETA)

3.1.3 Training providers will be expected to consider exited NARYSEC youth, who qualify, for utilisation in the implementation of awarded training projects, e.g., facilitation, administration, etc. This will be a contribution of the appointed training providers towards the development and capacitation of youth already skilled through the NARYSEC Programme.

3.2. The training will be implemented across the nine provinces of South Africa, namely: Eastern Cape, Free State, Gauteng, KwaZulu-Natal, Limpopo, Mpumalanga, North West, Northern Cape and Western Cape. The Department of Agriculture, Land Reform and Rural Development intends to appoint accredited private training providers to implement skills development interventions in each of the provinces.

4. SCOPE OF WORK

The appointed accredited training providers will be expected to:

- 4.1 Align the training interventions to the identified exit opportunities of the youth;
- 4.2 Have the required accreditation to deliver the specific training interventions;
- 4.3 In the case of a training provider having accreditation in multiple fields of training; capacity and proof of accreditation must be provided for each field of training;
- 4.4 Provide relevant proof of assessor and moderator registration [***only in the case of accredited training***];

- 4.5 Provide learning materials (Issue learners with relevant training manuals printed in English. The manuals will be distributed to learners during the induction session of the relevant learning programme);
- 4.6 Develop an appropriate implementation plan;
- 4.7 Provide, administer and submit accurate learner attendance registers;
- 4.8 Conduct learner induction programmes;
- 4.9 Provide the required training facilities (conducive to learning) and equipment (including tool kits and Personal Protective Equipment, where required) to deliver the learning programme;
- 4.10 Deliver the learning programme (Implement structured theoretical and practical training);
- 4.11 Facilitate and interpret training in a preferred local language, to enhance the comprehension of learners of the curriculum content, if the need arises;
- 4.12 Be responsible for the transport and accommodation of their facilitators, assessors and moderators in relation to the delivery of training and implementation of assessments and monitoring of the learning programme;
- 4.13 Secure work-placement for structured workplace training ***[only in the case of accredited full qualifications]***;
- 4.14 Monitor the implementation of the learning programme;
- 4.15 Conduct prescribed assessments (as specified by learning programme requirements);
- 4.16 Conduct prescribed moderations ***[only in the case of accredited training]***;
- 4.17 Ensure external SETA verifications ***[only in the case of accredited training]***;
- 4.18 Manage learner conduct while the youth are undergoing all aspects of their training;
- 4.19 Submit training progress reports (e.g. weekly, monthly, or quarterly, depending on the duration of the training) and close-out reports;
- 4.20 Provide certificates of competence for successful learners ***[in the case of accredited training, these must be SETA issued certificates or Statement of Results (SORs)]***; and
- 4.21 Sign a Course Specific Contract (CSC) and Standard Terms and Conditions to the (CSC), if successfully appointed to implement training.

5. DURATION OF APPOINTMENT ONTO THE PANEL

The duration of engagement will commence after the appointment letter has been issued and accepted and will run for a period of 36 months subject to performance review.

6. DELIVERABLES AND OUTPUTS

- 6.1 Proof of accreditation to deliver learning programme(s);
- 6.2 Learning materials: training manuals, facilitator guides, assessment guides, moderator guides ***[only in the case of accredited training]***, workplace logbooks ***[only in the case of accredited full qualifications]***, portfolios of evidence and presentations available;
- 6.3 Induction programme pack;
- 6.4 Implementation plan;
- 6.5 Learner attendance registers;
- 6.6 Required training facilities (conducive to learning) and equipment (including tool kits and Personal Protective Equipment, where required);
- 6.7 Learning programme delivered according to implementation plan;
- 6.8 Assessment reports;
- 6.9 Moderation reports ***[only in the case of accredited training]***;
- 6.10 Training progress reports (e.g. weekly, monthly or quarterly, depending on the duration of the training) and close-out reports; and
- 6.11 Accredited certificates of competence for accredited training, and certificates of completion from the training provider for non-accredited training.

7. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the proposal will disqualify the bidder's proposal:

- 7.1. Certificates of accreditation from the QCTO, SETA or any other relevant quality assuring body e.g. Road Traffic Management Corporation (RTMC), SEDA etc. – with accreditation numbers (SAQA recognized).

Note: Training providers must be accredited at the time of application and evidence of this must be provided in the form of a valid, approved and certified certificate of accreditation. Should accreditation lapse during the period of appointment, it will be the responsibility of the training provider to renew their accreditation and re-submit evidence of the renewed accreditation in the same format highlighted above.

- 7.2 Attendance of compulsory briefing session
- 7.3 Annexure A must be completed

8. ADDITIONAL REQUIRED DOCUMENTS (Not for elimination/disqualification)

8.1 Valid Tax Clearance Certificate and/or SARS issued pin code.

TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

9. REQUIREMENT FOR SUBMISSION OF PROPOSAL

- 9.1. A company profile that highlights capabilities and experience to conduct occupationally directed training;
- 9.2. Signed letters, on organisation letter heads, of similar training interventions conducted in the last five (5) years for at least three (3) clients.

10. EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality as stipulated below.

Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criterion will range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

Evaluation Criteria	Application	Weights
Capacity	<p>Project manager with proven track record of the successful administration in a minimum of 2 occupationally directed training projects (attach detailed CVs)</p> <p><i>I. Project manager with proven track record of the successful administration in no occupationally directed training projects —Poor (1)</i></p> <p><i>II. Project manager with proven track record of the successful administration in 1 occupationally directed training project —Average (2)</i></p> <p><i>III. Project manager with proven track record of the successful administration in 2 occupationally directed training projects —Good (3)</i></p> <p><i>IV. Project manager with proven track record of the successful administration in 3 occupationally directed training projects —Very Good (4)</i></p> <p><i>V. Project manager with proven track record of the successful administration in 4 or more occupationally directed training projects —Excellent (5)</i></p>	40

	<p>Facilitators, Assessors and Moderators must have experience in the implementation of at least 2 occupationally directed training projects. Attach detailed CVs of all facilitators, assessors and moderators, inclusive of certified relevant SETA registration (only in the case of assessors and moderators).</p> <ol style="list-style-type: none"> I. No relevant SETA registration & no experience in at least 1 occupationally directed training project —Poor (1) II. Relevant SETA registration and experience in at least 1 occupationally directed training project — Average (2) III. Relevant SETA registration and experience in at least 2 occupationally directed training projects — Good (3) IV. Relevant SETA registration and experience in at least 3 occupationally directed training projects — Very Good (4) V. Relevant SETA registration and experience in 4 or more occupationally directed training projects — Excellent (5) 	
<p>Ability/ Capability</p> <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>Company's experience in training and delivering at least 3 occupationally directed training projects.</p> <p>Attach at least 3 Completion certificates /reference letters from contactable corporate or government clients where the bidder has provided similar services. Completion certificate / reference letters must be on the bidder's Client's official letterheads and it must be duly signed and the letter must not be older than five years.</p> <ol style="list-style-type: none"> I. Company's experience in training and delivering 1 occupationally directed training project — Poor (1) II. Company's experience in training and delivering 2 occupationally directed training projects — Average (2) III. Company's experience in training and delivering 3 occupationally directed training projects — Good (3) IV. Company's experience in training and delivering 4 occupationally directed training projects —Very Good (4) V. Company's experience in training and delivering 5 or more occupationally directed training projects —Excellent (5) 	40
Technical	<p>Proposed training approach and methodology.</p> <ol style="list-style-type: none"> I. Proposed approach does not outline the requirements as specified in the ToR — Poor (1) II. Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation —Good (3) III. Proposed approach exceptionally specifies the manner in which the project will be delivered and indicate additional value adds .— Excellent (5) 	20
TOTAL POINTS FOR FUNCTIONALITY MUST ADD UP TO 100		100

The Bids that fail to achieve a minimum of **60** points out of 100 point for functionality will be disqualified and not be part of the panel.

11. PROJECT MANAGEMENT

- 11.1. The Provincial Director: NARYSEC in the provincial office of the Department of Agriculture, Land Reform and Rural Development is the overall manager of the contracts and training projects, as well as the payment of invoices, as assigned to the training providers.
- 11.2. The Provincial Director: NARYSEC in the provincial office of the Department of Agriculture, Land Reform and Rural Development is the overall manager of the implementation of training projects in the province. Appointed training providers will report to relevant Provincial NARYSEC Directors.
- 11.3. The Department will also require the appointed training provider to attend regular progress and review meetings with the Provincial Director: NARYSEC. Review meetings are intended to assess the performance of the training provider which may lead to the cancellation of the contract should the performance be found to be below the agreed performance indicators as contained in the contract, project and work plan and the terms of reference.

12. TERMS AND CONDITIONS OF THE BID

- 12.1. Awarding the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 12.2. The DALRRD and Service Provider will sign a Course Specific Contract upon appointment for implementation of any training intervention. Such a Course Specific Contract will include the following:
- Period of agreement;
 - Project objectives and scope;
 - Staffing;
 - Project plan and management;
 - Budget;
 - Cost and fee payment;
 - Method of communication;
 - Reporting relationship;
 - Deliverables and terms of deliverables;
 - Form and formats of working papers;
 - Reviews;
 - Uncompleted work;
 - Confidentiality;
 - Disputes; and

- Financial penalties and termination of contract.
- 12.3. Staffing requirements will be identified upon the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD. Youth, women and people with disabilities to be prioritized for staffing.
- 12.4. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DALRRD, except where duly authorised to do so in writing by the DALRRD.
- 12.5. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 12.6. The successful Service Provider agrees to keep confidential all records and information of/or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.
- 12.7. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

13. ENQUIRIES

13.1. TECHNICAL ENQUIRIES:

Mrs. Carol-Ann Judd

Deputy Director: NARYSEC Skills Development
Directorate: Skills Development
Chief Directorate: National Rural Youth Service Corps (NARYSEC)
Contact Number: (012) 312 9483
EMAIL: carol-ann.judd@dalrrd.gov.za

Mr Lyborn Maswanganyi

Deputy Director: NARYSEC Human Resources
Directorate: NARYSEC Support Services
Chief Directorate: National Rural Youth Service Corps (NARYSEC)
Contact Number: (012) 312 9626
EMAIL: lyborn.maswanganyi@dalrrd.gov.za

13.2. **BID RELATED ENQUIRIES:**

Mr Abie Olyn

Assistant Director : Bid Evaluation

Directorate : Supply Chain Management

Contact Number : 012 312 9518

Email : Abie.Olyn@dalrrd.gov.za

14. **PUBLICATION**

- Twenty one (21) days
- National Newspapers
- DALRRD Website
- National Treasury: E-Portal
- Compulsory Briefing session

5/2/2/1-DALRRD-0027 (2022/2023)

APPOINTMENT OF ACCREDITED PRIVATE AND NGO TRAINING PROVIDERS ONTO A NARYSEC PANEL OF PRIVATE TRAINING PROVIDERS FOR A THREE-YEAR PERIOD.

CLOSING DATE: 2 DECEMBER 2022 @ 11:00

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

Date	Province	Venue	Time
14 November 2022	Gauteng	20 Steve Biko (formerly Beatrix) Street, Arcadia, Pretoria Agriculture Place Building (Lapa).	10:00
15 November 2022	North West	1 Station Road, Molopo Complex, Mahikeng.	10:00
15 November 2022	Free State	Deeds Office, Training Room, Cnr Aliwal Street & Nelson Mandela Drive, Bloemfontein.	10:00
16 November 2022	Limpopo	70 Hans Van Rensburg Street, Polokwane.	10:00
16 November 2022	Northern Cape	Compound Building Boardroom, 13 Compound Street, Kimberley.	10:00
17 November 2022	Mpumalanga	17 Van Rensburg Steet, Bateleur Building, Nelspruit.	10:00
17 November 2022	Eastern Cape	Block H, Ocean Terrance, Cnr Moore and Coult's Street, Quigney, East London.	10:00
18 November 2022	KwaZulu-Natal	270 Jabu Ndlovu Street, Pietermaritzburg.	10:00
18 November 2022	Western Cape	Ulwazi Boardroom, NGI Offices, 22 Rhodes Avenue, Mowbray.	10:00

TECHNICAL ENQUIRIES : Mrs. Carol-Ann Judd/ Mr Lyborn Maswangany

TEL : (012) 312 9483 / (012) 312 9626

EMAIL : carol-ann.judd@dalrrd.gov.za / lyborn.maswanganyi@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr Abie Olyn/ Nokuthula Zwane

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