

REQUEST FOR BID

ISSUED BY:



KWAZULU-NATAL PROVINCE

TRANSPORT
REPUBLIC OF SOUTH AFRICA

POSTAL ADDRESS: PRIVATE BAG X9043
PIETERMARITZBURG
3200

PHYSICAL ADDRESS: INKOSI MHLABUNZIMA MAPHUMULO HOUSE
172 BURGER STREET
PIETERMARITZBURG
3200

TELEPHONE NO.: 033 355 8074

BID NUMBER: ZNB02503/00000/00/HOD/GEN/24/T

BID DESCRIPTION: THE APPOINTMENT OF A MULTIDISCIPLINARY PANEL OF ACCREDITED TRAINING AND MENTORSHIP SERVICE PROVIDERS.

DETAILED SPEC.: KINDLY REFER TO PAGE 39 - 47 FOR THE TERMS OF REFERENCE

CLOSING DATE: 30 April 2025

VALIDITY PERIOD: 120 DAYS

DIRECTORATE: EMPOWERMENT PROGRAMMES

SUBMITTED BY:

COMPANY NAME:	
CENTRAL SUPPLIER DATABASE NUMBER:	

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SECTION A: SBD1 - INVITATION TO BID

Invitation to Tender – **Bid No.: ZNB02503/00000/00/HOD/GEN/24/T**

Suitable service providers are invited to bid for: **THE APPOINTMENT OF A MULTIDISCIPLINARY PANEL OF ACCREDITED TRAINING AND MENTORSHIP SERVICE PROVIDERS.**

Tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website at no charge and must be downloaded. A **non-compulsory virtual briefing session** will be held by the department with interested bidders. Details of the briefing session are below:

Date: 10 April 2025
Time: 10h00
Link: <https://bit.ly/ZNB02503>

Any SCM related enquiries may be directed to:

Name: Nonhlanhla Manukuza
Tele: 033 355 0655
Email: Nonhlanhla.manukuza@kzntransport.gov.za

Any technical related enquiries may be directed to:

Name: Zinhle Ngcamu
Tele: 033 355 8706
Email: Zinhle.Ngcamu@kzntransport.gov.za

Closing of bids:

Date: 30 April 2025
Time: 11h00

NB: Bids sent via telegraphic, telephonic, telefax and late bids will not be accepted. Bids must be deposited in the bid box located at the address specified below:

KwaZulu-Natal Department of Transport
Inkosi Mhlabunzima Maphumulo House
172 Burger Street
Pietermaritzburg
3200

The department has introduced an automated process where bids are submitted in both hard copy and electronic. The electronic submission is limited to Tender Section, Form of Offer and Supporting Documents. Electronic copy must be emailed to: bidsgen@kzntransport.gov.za

Part A: Invitation to Bid (Returnable Form)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB02503/00000/00/HOD/GEN/24/T	CLOSING DATE:	30 April 2025	CLOSING TIME:	11h00
DESCRIPTION	THE APPOINTMENT OF A MULTIDISCIPLINARY PANEL OF ACCREDITED TRAINING AND MENTORSHIP SERVICE PROVIDERS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Inkosi Mhlabunzima Maphumulo House					
172 Burger Street, Pietermaritzburg, 3201					
Monday to Friday: 07h30 until 16h00					
Under no circumstances must bidders submit their bids to the official whose name appears on the enquiries.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Manukuza		CONTACT PERSON	Mr Z Ngcamu	
TELEPHONE NUMBER	033 355 0655		TELEPHONE NUMBER	033 355 8706	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nonhlanhla.manukuza@kzntransport.gov.za		E-MAIL ADDRESS	Zinhle.Ngcamu@kzntransport.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	CSD No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

Part A: Invitation to Bid (Returnable Form) Continued...

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 & Conditions of Bidding (Returnable Form)

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

Please note that this bid is subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, Department of Transport's SCM Policy.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be completed in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax and telegraphic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidders must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I)	(II)	(III)	(IV)	(V)	(VI)	
CLOSE CORPORATION	COMPANIES	SOLE PROPRIETOR	PARTNERSHIP	CO-OPERATIVE	JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough, please list all the directors in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request the updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. If the supplier is not registered at the closing time of bid, the supplier will be disqualified at the bid evaluation process.

SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

This is to certify that, I (name of bidder/s authorized representative)
who represents (state name of bidder)
with CSD Registration Number (bidder CSD registration number)

am aware of the contents of the central supplier database with respect to the bidder's details and registration information, and that
the said information is correct and up to date as of the date of submission of this bid,

and, I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/or
cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION G: PRICING SCHEDULE NOT APPLICABLE AT THIS STAGE

SECTION H: SBD4 - 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? Please Tick:

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 2.2. 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

- 2.3. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? Please Tick:

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

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.

2.4. If so, furnish particulars:

.....

.....

2.5. 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?

Please Tick:

YES	NO

2.6. 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.
- 3.5. 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.
- 3.6. 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.

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

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.

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 the 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

SECTION I NOT APPLICABLE AT THIS STAGE

SECTION I: SBD6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- a) the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state:

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
Price	90	80
Specific Goals	100	20
Total points for Price and Specific Goals	100	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide

goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. NOT APPLICABLE AT THIS STAGE

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of Company/Firm:

4.4. Company Registration Number:

4.5. Type of Company/Firm:

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

[TICK APPLICABLE BOX]

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

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

- (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SECTION J: SBD7.2 - CONTRACT FORM – RENDERING OF SERVICES NOT APPLICABLE AT THIS STAGE

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the services described in the attached bidding documents to the KwaZulu-Natal Department of Transport in accordance with the requirements and terms of reference stipulated in Bid Number ZNB02503/00000/00/HOD/GEN/24/T at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1. Bidding documents, viz:
 - i) Invitation to bid.
 - ii) Tax clearance certificate.
 - iii) Pricing schedule(s).
 - iv) Terms of Reference.
 - v) Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022.
 - vi) Declaration of interest.
 - vii) Special Conditions of Contract.
 - 2.2. General Conditions of Contract; and
 - 2.3. Other (specify).
.....
.....
.....
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name (Print):
Capacity:
Signature:
Name of Company/Firm:
Date:

Witnesses:

1

2.

Date:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- Signed aton.....

Name (Print):

Signature:

[illegible]

1.

3.

Date:

SECTION K: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything 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 that 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

4.1. 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.

4.2. 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

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

5. Use of Contract Documents and Information; Inspection.

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

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

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

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

6. Patent Rights

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

7. Performance Security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- i) 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
 - ii) 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.
- 11.2. Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

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 fulfilment 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 contract 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 cancelling 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:
- a) the name and address of the supplier and / or person restricted by the purchaser;
 - b) the date of commencement of the restriction
 - c) the period of restriction; and
 - d) the reasons for the restriction.
- 23.6.1. 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 antidumping 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.

SECTION L: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. Contract Period

- 1.1. The enlistment on the Panel will be valid for the period of **three (3) years** from the date of signature on the enlistment letter.
- 1.2. The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. Evaluation Criteria

- 2.1. There are three (3) main stages in the selection process, namely, ensuring that bids comply with Administrative Compliance, Mandatory Requirement, and Functionality Criteria.

Stage 1 - Administrative Compliance

Step 1: Completion of Compulsory Bid Documents

Check and verify compliance with the submission and completion of compulsory bid documents, namely, Sections A to L. Failure to comply with any of the sections contained in the bid document will render the bid invalid.

The following documentation must be submitted:

Section	Description	Yes	No	Remarks
A	SBD1 - Invitation to Bid.			
B	Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms			
C	Authority to sign			
D	Registration on the Central Suppliers' Database			
E	Declaration that Information on Central Suppliers Database is correct and up to date.			
F	Official Briefing Session Form			
G	SBD3 - Pricing Schedule NOT APPLICABLE AT THIS STAGE			
H	SBD4 - Declaration of interest			
I	SBD6.1 - Preference points Claim Form NOT APPLICABLE AT THIS STAGE			
J	SBD7.2 - Contract Form NOT APPLICABLE AT THIS STAGE			
K	General conditions of contract			
L	Special conditions of contract			
M	Terms of Reference			

Step 2 – Mandatory Requirements

COMPANY ACCREDITATION	ACHACHED PROOF	
	YES	NO
Bidder must be accredited with relevant SETA (Bidders must attach proof of valid accreditation and detailed list of qualification/training the bidder is accredited to conduct)		
Bidder must be accredited with QCTO (proof of valid accreditation must be attached)		

NOTE: Failure to submit proof of company accreditation will result on bid being non-responsive or disqualified.

Stage 2 - Functionality Criteria

- Only bid proposals that that meet pre-compliance and mandatory requirement will be evaluated on functional criteria,
- the bidder must score a minimum of **60%** on functionality/technical evaluation to qualify to be enlisted into the panel.
- Service provider must indicate with **yes** on the relevant qualification/training they are applying for in **Annexure A on page 46 - 47** in the allocated space.

Functionality Criteria Table

CRITERIA	SUB-CRITERIA	Weight	Points
Experience of the Company	<p>Previous training undertaken, demonstrating the bidders experience in providing training services, indicating the type of the training provided and the duration of the previous projects. NB: reference letters indicating the period of training.</p> <p>Less than a year = 0 points</p> <p>1 to 2 years =10 points</p> <p>2 to 3 years = 20 points</p> <p>4 and above =30 points</p>	30	
Training approach and methodology	<p>Elaborate on the work procedure, with specific reference to:</p> <ul style="list-style-type: none"> • Customising of the training • Facilitation • Assessments • Management of training and • Certification <p>No approach and methodology submitted =0 points</p> <p>Limited approach and methodology = 5/10 points</p> <p>Comprehensive approach and methodology =20 points</p> <p>NB: Comprehensive approach and methodology is inclusive of all points mentioned above.</p>	20	
	TOTAL	50	

NB: For the purposes of this panel appointment the service providers will not be expected to provide rates, the schedule of Quantities will only be completed by successful bidders at individual project appointment. Once appointed to the panel, the allocation of work will be done in a form of a request for quotation in a rotation manner, where members of the panel will be sent a project specific schedule of quantities for pricing. The service providers will be allocated work based on their submitted prices, where preferable the lowest yet reasonable bidder will be appointed for to undertake the work.

Stage 3 - Price and Preference Points System **NOT APPLICABLE AT THIS STAGE**

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

- a) This bid is issued with [80/20 or 90/10] preference points system.
- b) The applicable preference point system for this bid is **80/20 or 90/10** preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

The specific goals allocated points in terms of this tender	Points	Acceptable Proof for Allocation of Points
Price	90/80	
Specific Goals:	10/20	
a)		
b)		
c)		
d)		
Total	100	

- c) It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

3. Bid Appeal Tribunal (BAT)

The Bid Appeals Tribunal was established per the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 2.2. The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 2.3. The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

- 2.4. The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 2.5. The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 2.6. Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days. The address provided for the lodging of appeals is:

a) Via email to:

Batsecretariat@kzntreasury.gov.za; or

b) Via post/hand delivery to:

The Chairperson,
Bid Appeals Tribunal,
Private Bag X9082,
Pietermaritzburg,
3200

SECTION M: TERMS OF REFERENCE

TERMS OF REFERENCE TO APPOINT A MULTIDISCIPLINARY PANEL OF ACCREDITED TRAINING AND MENTORSHIP SERVICE PROVIDERS.

1. INTRODUCTION AND PROBLEM STATEMENT

1.1 The purpose of this bid is to appoint a multidisciplinary panel of professional and experienced training and mentorship providers where applicable who will support the Department by providing accredited and mentorship support as and when required as need arises over the period of 36 months.

1.2 In support of the Enterprise and Supplier Development, the Department has designed the training and mentorship programme for the Businesses owned by designated groups in line with Medium Term Economic Strategic (MTEF) and Provincial Growth and Development Plan, priority 2 objectives, which are skills alignment to economic growth and to enhance the youth and adult skills development.

1.3 The programme has been designed due to multiple challenges which include but not limited to:

- Project failures due to lack of technical mentorship for SMME's in the Department programmes.
- Lack of proper approach in the provision of training and mentorship to SMMEs.
- Inability to achieve training targets for Businesses owned by Designated groups.
- Often support for both accredited and non-accredited training of Businesses owned designated groups is required at short notice and on a frequent basis as such the Department does not have the capacity to respond expeditiously.
- Lack of programmes that aimed in developing the entrepreneurial, management skills and competencies of new and start-up SMMEs to enable them to access the procurement opportunities of the Department.
- Limited transformation in the automotive space.

2. BACKGROUND

2.1 The above-mentioned bid was advertised by the Department on 14th December 2022, the compulsory briefing meeting was held on 17th January 2023 and closed on 10 February 2023. During the functionality evaluation stage of the above-mentioned bid; the BEC identified discrepancies which rendered the bid unevaluable.

2.2 The identified discrepancies were discussed with Empowerment Programmes Directorate as the end user; and consensus was reached that the extent of the discrepancies pose an audit risk for the Department and would not enable the establishment of a responsive panel.

2.3 Noting the implications of the discrepancies on the Department; the end user therefore recommends as follows; that the BEC discontinues the bid evaluation process and the BID for the Multidisciplinary panel for accredited and non-accredited training and mentorship Service Providers to be re-advertised.

2.4 The contract was officially cancelled on the 13 September 2023 (see the attached official cancellation).

3. PRINCIPLES OF THE PANEL

3.1 Being part of the panel does not guarantee any work from the Department.

3.2 Once the panel is established; closed competitive will be followed in line with Supply Chain Management Policy. A fair, competitive and transparent process will be used for selection of the Service Providers on the panel as and when required by the Department.

3.3 Only the participants in the panel will be approached by obtaining offers on a **rotation basis** in accordance with the terms of reference issued for the type of training required.

3.4 The Service Providers will be afforded opportunities to prove capabilities in delivery of the training, and or mentorship.

3.5 Service providers can apply for more than one training intervention/qualifications and will be evaluated based on the set criteria and qualifying providers will be listed in the Department's panel of providers to implement accredited training on various Departmental programs,

3.6 Poor performance by the Service Provider will result in the notification of such performance and be given opportunity to rectify, failure thereof will lead to the termination of contract and the removal from the panel.

3.6 The Service Provider will be required to confirm the availability specific resources like Specialist, mentors and Facilitators as part of training allocation and contracting process on 'as and when required basis' such process is undertaken.

3.7 Not having suitable resources at the time of projects allocation, could result in a Service Provider being passed over until the next round of training projects allocation.

4. OBJECTIVES

4.1 To invite relevant accredited training and mentorship Service Providers on the Panel for the qualification listed on Annexure A. Only Accredited Training Service Providers and mentors who are accredited in the relevant unit standards or modules meeting the qualification rule will be considered.

5. SCOPE OF WORK

5.1 As indicated, the purpose of this bid is to appoint a multidisciplinary panel of professional and experienced training and mentorship providers where applicable who will support the Department by providing accredited and mentorship support as and when required as need arises over the period of 36 months.

The tasks to be carried out on appointment are as follows but not limited to:

Perform training needs analysis to determine skills and competency gaps

Offer accredited and or non-accredited pre- tender training as part of enterprise development to SMMEs owned by women, youth and Person with Disabilities on 'as and when required basis' by the Department

Offer post tender training in the form of mentorship and coaching as part supplier development to SMMEs participating who have received tenders through the Department's procurement opportunities.

Offer accredited and or non-accredited training in the form of skills programmes or qualifications to designated groups on 'as and when required basis' by the Department, on quotation basis and duration to be determined by the Department.

Issue competency and or accredited certificates to the participants where applicable

Plan, Organise and coordinate the training logistics such as, training material, venue, transportation, accommodation where applicable.

Compile monthly reports on the templates and format prescribed by the Department.

5.1.8 Comply with the contractual obligation for the training program.

5.1.9 Conduct visits to sites where training and mentorship is being implemented.

5.1.10 Engage relevant stakeholder where needs to be.

5.1.11 Compile a data base of entities and people trained and type of training received.

5.1.12 Support the Department in hosting graduations where applicable

5.2 The specific training needs are given in Annexure A. The attached list of accredited training intervention for the Department is not completely exhaustive and it must be understood that due to the ever-changing requirements as well as regulations, there will be a need to additional services required and may be amended over the period of contract.

5.3 The accredited Service Provider will be responsible for the provision of all required content, execution and deliver of training services which includes classroom training, practical, simulation as well as on-job or workplace experience training.

5.4 the training required by the Department is diversified as listed on Annexure A (Service Providers to indicate by writing yes in all qualification applying for). In order that the panel is effective and serves the appropriate needs, the Department will list the Service Providers according to their areas of specialisation and in line with. Therefore, Bidders are required to indicate their areas of specialisation.

6. TRAINING MATERIAL/ REAOURCES

6.1 All training equipment and tools, training material or hands out, visual enhancements and stationery be supplied by training Service Provider for the purpose of teaching and learning

6.2 Training Service Providers must indicate their capacity in terms of the number of qualified Facilitators available to render the training required. The information must be presented as follows:

6.2.1 Number of Facilitators who are contracted to present training supported by copies of CV with relevant experience.

6.2.2 The Professional Registrations of Assessors and Moderators

6.3 The approached and methodology when required must provide a detailed training implementation plan with specific reference to the following;

6.3.1. Consultation with the Departmental authorized Officials before the required training session

6.3.2. Customisation of the material to the unit standards agreed on during planning.

6.3.3 what and how will be assessment be conducted.

6.3.4 Tracking of attendance

6.3.5 The type of certification of competence that will be issued.

6.3.6 Monitoring and Tracking plan

6.3.7 Any other relevant submission not included above as may be required.

6.4 All training material must be:

6.4.1 In line with that discussed with the Department Officials in terms of requirements and covering all unit standards as outlined in the contract.

6.4.2 Of high quality and binded accordingly (clearly visible, accurate, and in a good format).

6.4.3 At the correct standard required/ provided by the SETA or QCTO or TETA or MQA etc (in line with the NQF level and credits).

6.4.4 Sent to the Department authorized Officials a week prior to the actual training session for verification.

6.5 It must be noted that the Department will provide Service Providers enlisted on the panel who are awarded contract with the following;

6.5.1. All requirements regarding the type of training services needed.

6.5.2. Program start and end date for the required training services.

6.5.3 Instructions for all requirements including special arrangements.

6.5.4. Required times for all meetings and arrangements etc.

6.6 The Service Provider must be able to provide and deliver/present/facilitate the training material in isiZulu language on 'an and when required basis'

7. EXPECTED DELIVERABLES/OUTCOMES

7.1 Delivery of training as per scope, as and when required as will be stipulated by the Department.

7.2 Compile and delivery of periodical training reports and post each training session or programme detailing the outcome of the session or programme, any issues, concerns, action items, etc

7.3 Compile and delivery of a final report with an overview of the total work completed per purchase order or assignment and this must include breakdown of each training session or programme; number of Trainees, costs, competency rate etc. Note; the template will be prescribed by the Department.

7.4 At least 80 percent of the Participants should be declared competent and issued with competency certificates on the project completion.

8. DURATION OF PROGRAM

The enlistment on the Panel will be valid for the period of three (3) years from the date of signature on the enlistment letter.

9. THE COSTING

9.1 Due to the uncertainty and fluctuation of the Department's requirements, no indication can be given as to the quantities of the training interventions which will required under contract. Hence, there is no specific quantities of the training services required set on Annexure A. However, commitment is given by the Department for that training will be undertaken on 'as and when required basis' over the period of three years.

9.2 In addition to the above, there is no minimum number of Trainees provided by Department for any special training program and thus there is no guarantee of any number of Trainees per program requested.

9.3 The Service Provider shall be bound to execute all the required quantities of scope as needed by the Department during the period of contract.

9.4 Quotations will be requested as and when there is a need for the training intervention, details of which shall be given at the time of request.

10. BID SUBMISSION REQUIREMENTS

10.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

10.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal.

10.1.2. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).

10.1.3. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution.

10.1.4 Annexure A, with clear indication of qualifications applying for.

10.1.5. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9) completed and signed.

10.1.6. Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report.

10.1.7. Certified copies of identity documents of directors and shareholders of the company.

10.1.8. Entity registration Certificate (CK1) and Letter of Authority to sign documents on behalf of the company.

10.1.9. The technical proposal including the following:

- A valid copy of the Tax Clearance Certificate or Tax Compliance Status Pin issued by SARS or copy of CSD/ MA Supplier Number.
- A response to the terms of reference.
- profile of the company and description of similar work undertaken,
- numbers, names and CVs of facilitators, assessor (s) and moderator (s) assigned to the project, including their roles and responsibilities,
- Bid Cover page MUST include the name of the bidder, bid number, qualification applying for, SAQA number, SETA or relevant Authority accredited with and the accreditation reference expiry date
- B-BBEE Status Level Verification Certificate / BBEE sworn affidavit
- Accreditation certificate and/or accreditation letter with the relevant bodies.

11. SPECIAL CONDITIONS OF CONTRACT

11.1. The Service Provider will submit soft and/or hardcopy monthly progress reports to the Programme Manager, within 3 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.

11.2. Being part of the panel does not guarantee any work from the Department.

11.3. The Service Provider/s must guarantee the presence of the proposed resources allocated throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment.

11.4. Poor performance/ substandard training by the service provider will result in the notification of such performance and be given an opportunity to rectify, failure thereof will lead to the termination of contract and/or removal from the panel. The Department reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.

11.5. Contracts will be entered into for every project allocated and accepted by the service providers involved.

11.6. The service providers enlisted into the panel will be expected to comply register programme participants for a Compensation for Occupational Injuries and Diseases (COID), Such payments (COIDA) shall be reimbursed by the Department upon submission of proof of payment within the rates prescribed by the Department.

11.7. Department of Transport will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.

11.8. The Project Manager shall do the ongoing management of the Service Level Agreement (SLA).

11.9. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

11.10. The proposals should be submitted with all required information containing technical information.

11.11. Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.

11.12. Intellectual property rights will belong to Department of Transport.

11.13. Department of Transport reserves the right to award the contract to one or more than one service provider or only part thereof.

12. PAYMENT TERMS

12.1. Department of Transport undertakes to pay out as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions.

12.2. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

ANNEXURE A

Service provider must indicate with yes on the relevant qualification/training they are applying for in Annexure A in the allocated space:

NB: Failure to indicate by yes, the qualification/training you are applying for will results in your functionality to be not evaluated.

Item	SAQA ID's	Qualification Title	Level	Participation	
				YES	NO
1	Pre- tender training for construction and building works NQF 2				
	7469	Use mathematics to investigate and monitor the financial aspects of personal and community life.			
	9981	Tender for construction contracts			
	9984	Manage construction resources.			

	10006	Demonstrate an understanding of entrepreneurship and develop entrepreneurial qualities.
	10007	Identify, analyse and select business opportunities.
	10009	Demonstrate the ability to start and run a business and adapt to a changing business environment
	9981	Tender for construction contracts
	11553	Setup and manage a construction contracting business.
	9986	Apply quality principles on a construction site
2	Pre-tender training for automotive works NQF 2	
	7469	Use mathematics to investigate and monitor the financial aspects of personal and community life.
	10006	Demonstrate an understanding of entrepreneurship and develop entrepreneurial qualities.
	9268	Manage basic personal finance.
	12466	Explain the individual's role within business.
	9007	Work with a range of patterns and functions and solve problems.
	13254	Contribute to the implementation and maintenance of business process.
	114598	Demonstrate an understanding of an entrepreneurial profile.
	117499	Demonstrate entrepreneurial competence.
	244134	Estimate the cost and duration of an automotive repair.
	13235	Maintain the quality assurance system.

ANNEXURE A

Item	SAQA ID	Qualification Title	Level	Credit min.	Participation	
					YES	NO
BUILDING and CONSTRUCTION						
3	24133	Construction-Roadworks	NQF 2	120		
4	22311	Road Construction	NQF 2	122		
5	49410	Construction	NQF 2	120		
6	20813	Construction Contracting	NQF 2	190		
7	24198	Construction Material Manufacturing	NQF 2	120		
8	24173	Road Construction	NQF 3	155		
AUTOMATIVE						
9	78523	Automotive Repairs and Maintenance	NQF 2	125		
10	78524	Automotive Repairs and Maintenance	NQF 3	135		
11	96364	Panel Beaters	NQF4	583		
12	64709	Automotive body repairs	NQF 2	120		
NEW VENTURE CREATION						

13	49648	New Venture Creation -SMME	NQF 2	138		
14	66249	New Venture Creation -SMME	NQF 4	149		
MANAGEMENT SKILLS						
15	50080	Project Management	NQF4	136		
16	61755	Business Practice	NQF 1	121		