



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

[0890pp

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	ESTABLISHMENT OF A PRE-APPROVED LIST OF THE ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
TENDER NUMBER	HLA 4/2/4-2023/12

BRIEFING SESSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS	TIME	11H00	
	DATE	14 FEBRUARY 2024			

CLOSING DATE	22 FEBRUARY 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2023/12	Establishment of a pre-approved list of the accredited training service providers for a period of thirty-six (36) months.	<p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on 14 February 2024 @ 11h00.</p> <p>For all bidders who are interested to attend the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to Nkele.Maleka@gauteng.gov.za and Cyril.Chauke@gauteng.gov.za on or before 13 February 2024 or</p> <p>Click here to join the meeting</p>	<p>Date: 22 February 2024 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107</p>

Documents can only be downloaded from the Treasury website from: <http://etenders.gauteng.gov.za/Pages/Home.aspx> 2. Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders from 02 February 2024.** Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements, 11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to info@dhus.tenders@gauteng.gov.za and copy Jabulile.Zondi@gauteng.gov.za and Trudy.Malebye@gauteng.gov.za. Any other enquiry related to the bid process may be directed in writing for attention to Ms Nkele Maleka and Mr Cyril Chauke at Nkele.Maleka@gauteng.gov.za and Cyril.Chauke@gauteng.gov.za The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.



IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



Submission of Financial Statements

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/24-2023/12	CLOSING DATE: 22 February 2024		CLOSING TIME:	11h00
DESCRIPTION	Establishment of a pre-approved list of the accredited training service providers for a period of thirty-six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
11 Diagonal Street, 17 th Floor Reception					
New Town					
Johannesburg					
2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Trudy Malebye	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nkele.Maleka@gauteng.gov.za		E-MAIL ADDRESS	Trudy.Malebye@gauteng.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
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]
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:
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.....

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 with any person who is employed by the procuring institution?

YES/NO

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.

2.2.1 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 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

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.

will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature	Date
-----------	------

.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific Goals and / or RDP Goals	To be determined during the implementation stage	To be determined during the implementation stage	To be determined during the implementation stage	To be determined during the implementation stage

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;

SBD 6.1

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PRE-APPROVED LIST OF THE ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

<p>TERMS AND CONDITIONS TO BE TAKEN INTO ACCOUNT BY THE PANEL OF TRAINING SERVICE PROVIDERS</p>
--

This Request for Proposal (RFP) has been compiled by the Gauteng Department of Human Settlements (GDHS) and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:

1. The GDHS reserves the right to amend, modify, withdraw this RFP or any of the procedures or requirements set out herein at any time without prior notice and without liability to compensate or reimburse any person. If the GDHS amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
2. The premises of the bidder should be open at all reasonable hours for inspection by representatives of the GDHS. This is done to confirm any information provided by a Bidder in the RFP Bid.
3. This RFP is not intended to form the basis of a decision to enter into any transaction involving the GDHS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
4. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of six months from the date of submission to the GDHS. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between the GDHS and the Preferred Bidder.

5. Neither the GDHS nor any of their respective directors, officers, employees, agents, representatives, or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP. All costs associated with the preparation and submission of the Bid is the responsibility of the Service Provider. The costs shall not be chargeable to the GDHS by successful or unsuccessful Bidder.
6. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the GDHS, result in disqualification of the relevant entity.
7. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the GDHS, and any failure to seek such approval from the GDHS shall result in the GDHS being entitled, in its sole discretion, to exclude the relevant Bidder from any further participation in the bid process. The GDHS shall be the sole arbiter as to what constitutes a “material change in the control and/or composition of any Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the GDHS in writing and shall provide sufficient reasons and information to allow the GDHS to make an informed decision. The GDHS reserves the right to accept or reject any such request for approval at its sole discretion.
8. The GDHS and its advisors may rely on a Bid as being accurate and comprehensive in relation to the proposals provided therein by the Bidders.
9. All bids information submitted to GDHS will become the property of the GDHS and will as such not be returned to the bidder. The GDHS will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
10. RFP shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the GDHS reserves the right to waive any irregularities and to make award in the best interest of the company.
11. RFPs shall be rejected, among other reasons, for any of the following:
 - RFPs received after the closing date and time as specified.
 - Collusion among bidders and upon detecting that the B-BBEEE status level of contribution has been claimed or obtained in a fraudulent manner.
 - Incomplete work that in the judgment of the company shall prevent or hinder the prompt completion of additional work, if awarded.

All Bids must be formulated and submitted in accordance with the requirements of this RFP.

1. BACKGROUND

The National Development Plan (NDP 2030) vision 2030 highlights key socio-economic challenges facing the country, these challenges are poverty, inequality and unemployment. These challenges can be attributed largely to skills deficiencies, skills mismatches and nonactionable skills.

While there have been considerable efforts to plan for skills needs in South Africa since 1994, the persistent skills imbalances reflect the need for a coordinated, coherent and responsive skills planning approach.

Gauteng Human Settlements' mission is to facilitate the availability of sustainable Human Settlement, New Towns, and Smart Cities. This is done through the creation of work opportunities from active projects throughout the province for the designated groups in our society. Thus, inevitably playing a key role in the effort to address poverty, creating employment and improving socio-economic conditions

The Human Settlements projects do not only provide work opportunities but are active learning sites that should be taken advantage of. Hence, the plan to provide skills training interventions such as Bricklaying, Painting, Paving, and Construction related management courses for SMMEs and labourers working on these projects. Through these training intervention labourers and SMMEs will be able to gain qualifications that they can utilize to gain opportunities outside the Department, thereby further participating in the mainstream economy of the country.

2. SCOPE OF WORK

- The GDHS seeks to appoint a legally SETA-registered Training Service Providers (TSPs) in line with Quality Council for Trade and Occupation (QCTO) requirements to deliver unit standards-based training aimed at developing the skills of labourers and strengthening the capacity of SMMEs (Prioritizing Youth, Women and PWDs) on our projects.
- The training will carry credits towards a qualification in National Certificate: Building & Civil Construction.
- Service providers will be expected to provide quotations as and when required for the services they are accredited for.
- Service providers must provide proof of accreditation from the Construction Education and Training Authority (CETA) in line with Quality Council for Trade and Occupation (QCTO) requirements for the duration of training.
- Service providers must be fully accredited in line with Quality Council for Trade and Occupation (QCTO) requirements beyond June 2024 as the programme is for three years.
- Unit standard number and the National Qualification Framework (NQF) level for each short course provided must be indicated.
- The training provider should ensure that they conduct 30% class and 70% onsite/simulations.

- Ensure that training takes place close to or at the project sites which will be identified by GDHS
- GDHS reserves the right to send a Service Provider anywhere in the province, though localization will be prioritized

2.1 Specifications

2.1.1 THE TRAINING PROVIDER SHALL BE ACCREDITED TO OFFER THE FOLLOWING

TABLE: 1. Painting Skills Programme

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
259604	Verify compliance to safety, health, and environmental requirements in the workplace	2	4	5
261666	Prime and apply paint to surfaces.	3	18	23
261697	Prepare and prime new surfaces for painting	3	20	25
Total Days				53

TABLE: 2. Plastering Skills Programme

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
259604	Verify compliance to safety, health, and environmental requirements in the workplace	2	4	5
261657	Plaster surfaces	3	12	15
14882	Apply screeds to a concrete floor	3	15	19
9969	Prepare for plastering	3	15	19
Total Days				58

TABLE: 3. Bricklaying Skills Programme

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
259604	Verify compliance to safety, health, and environmental requirements in the workplace	2	4	5
261663	Build masonry superstructures using concrete hollow units	3	10	13

261659	Build masonry superstructures using solid units	3	20	25
14662	Set out, excavate, cast concrete strip foundations, and build foundation walling	3	6	8
Total Days				51

TABLE: 4. Carpentry Skills Programme

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
259604	Verify compliance to safety, health, and environmental requirements in the workplace	2	4	5
14674	Clad roof structures	3	16	20
14676	Erect roof trusses	3	16	20
14679	Manufacture timber roof trusses	3	6	8
Total Days				53

TABLE: 5. Plumbing Skills Programme

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
259604	Verify compliance to safety, health, and environmental requirements in the workplace	2	4	5
244507	Install, maintain, and test cold water supply systems	4	14	18
244496	Install, maintain, and test hot water supply systems	4	12	15
244498	Install, maintain, and test below ground drainage systems	4	14	18
Total Days				56

2.1.2 PROVIDE TRAINING ON THE FOLLOWING CONSTRUCTION MANAGEMENT SKILLS

TABLE: 6. Construction Management

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
9964	Apply health and safety to a work area	2	3	2
9981	Tender for construction contracts	2	20	4
11553	Set up and manage a construction contracting business	2	12	3
14894	Demonstrate an understanding of entrepreneurship and develop entrepreneurial qualities	2	2	2
Total Days				11

Table: 7. Construction Project Management

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
9964	Apply health and safety to a work area.	2	3	2
9985	Implement construction site management procedures.	2	18	3
9984	Manage construction resources.	2	20	4
Total Days				9

TABLE: 8. Finance for Non- Finance Managers

Unit Standard ID	Unit Standard Title	NQF Level	Credits	Days
9964	Apply health and safety to a work area	2	3	2
9973	Apply basic business concepts (budget cash flows etc)	2	8	2
9989	Understand and apply business finance	2	2	2
14444	Demonstrate an understanding of a general business plan and adapt it to a selected business idea.	2	7	3
10006	Demonstrate an understanding of entrepreneurship and develop entrepreneurial qualities.	2	2	1

9980	Apply construction contract documentation	2	15	3
10007	Identify, analyse, and select business opportunities.	2	3	1
Total Days				14

TABLE: 09. Breakdown of Technical Skills and Learners per Region

Region	Number of Learners per Trade					Total Per Region
	Painting	Plastering	Brick laying	Carpentry	Plumbing	
Sedibeng	15	15	15	15	15	75
Ekurhuleni	15	15	15	15	15	75
City of Johannesburg	15	15	15	15	15	75
West Rand	15	15	15	15	15	75
City of Tshwane	15	15	15	15	15	75
TOTAL	75	75	75	75	75	375

TABLE: 10. Breakdown of Management Skills and Learners per Region

Region	Construction management	Project management	Finance for Nonfinance managers	Total Per Region
Sedibeng	30	30	30	90
Ekurhuleni	30	30	30	90
City of Johannesburg	30	30	30	90
West Rand	30	30	30	90
City of Tshwane	30	30	30	90
TOTAL	150	150	150	450

2.1.3 MENTORSHIP AND COACHING

Provide Mentorship and Coaching for emerging contractors (SMMEs) on projects.

- Professional Mentors registered with the **SACPCMP** shall provide technical and business mentorship to the SMMEs in multiyear projects.

2.1.3.1 Scope of work

- Provide a detailed approach and methodology on how the mentorship will be carried out.
- Conduct a capacity assessment to determine capacity needs.
- Develop a capacity development plan to be implemented over a 12-month period.
- Provide technical and practical business mentoring and coaching.
- Provide technical and practical facilitation support that responds to 'bottlenecks/challenges' confronted by SMMEs on our projects.
- Generate an end of project brief that, based on the outcomes of the achievements of the program delivery, provides a prototype or model for "effective mentoring and coaching for tangible business impact for women owned businesses."

TABLE: 11. Breakdown of Mentoring and Coaching

Region	Mentorship and coaching			Total Per Region
Sedibeng	15	15	15	45
Ekurhuleni	15	15	15	45
City of Johannesburg	15	15	15	45
West Rand	15	15	15	45
City of Tshwane	15	15	15	45
TOTAL	75	75	75	225

3. DURATION OF PANEL TRAINING PROVIDERS

3.1 The duration of the services will be for a period of three (3) years.

3.2 The services shall be terminated by the GDHS due to poor performance without prejudice to any of the parties.

4. Management And Staff

a) Management

The management of the service provider must have experience in the training construction industry of at least three (3) years.

b) Key Account Manager

It is a requirement that a Key Account Manager be the overall contact person for the GDHS, and he or she will be responsible for the implementation and co-ordination of the agreement.

c) Staff

Qualified and knowledgeable and experienced staff must be provided by the service provider. Curriculum Vitae must also be included with the written proposal for this resource.

The replacement of staff must be of a similar standard and level of experience, skills, and knowledge.

- Be available to work during periods of heightened activities.
- Indicate ability to source additional staff as required, and should include but not be limited to the following:
 - Method of sourcing of the staff
 - Time period to source staff
 - Guarantee that the staff has the necessary training-related experience and qualifications.
 - Indicate how many staff members are presently available to fulfill the requirements.

5. Requirements Details and Compliance

5.1 In order to be eligible to be considered each service provider is required to have the following:

- Valid copy of Sector Education and Training Authority (SETA) or Quality Council for Trades & Occupation (QCTO) certificate of accreditation stating the courses for which they are accredited to provide or copy of the certificate of Council on Higher Education of South Africa in case of Universities and Colleges, or valid accreditation letter or Certificates from South African Council for the Project and Construction Management Professions.
- All proof of accreditation documents will be verified with the relevant accrediting authority or body.
- List of three contactable references where training has been conducted in the last four years.
- All interested bidders must be registered on the **Central Supplier Database** for Government. The detailed registration report must be attached to the proposal (along

with the Supplier Number and the Unique registration reference number). Please visit <https://secure.csd.gov.za/> to register on the Central Supplier Database

- CIPC Registration Document
- SARS compliance Tax pin
- B-BBEE certificate
- All interested bidders will Provide 3 referral or recommendation letters from previous clients.

5.2 Special Conditions of Contract

- a. The duration of the panel shall be for three (3) years, and will be reviewed annually:
- b. The service providers will be appointed from all Gauteng regions; locality will be prioritised.
- c. Sound knowledge and understanding of all relevant Skills Development legislation.
- d. The Service Provider management must have at least three (3) year relevant experience within the building and/or construction industry training environment
- e. The Service Provider must have Communication Skills and Tools, including but not limited to email and telecommunication facilities, report writing and interpersonal skills.
- f. The Service provider should be able to conduct social facilitation services amongst different stakeholders e.g., Project Steering Committee, Councillors, Sub-Contractors etc.
- g. The Service Provider should preferably demonstrate multi-lingual proficiency; including sign language where required.
- h. The Service Provider must have capacity to deliver training within 14 calendar days of training being scheduled by GDHS.
- i. The Service Provider must be able to provide or source conducive venue and willing to deliver onsite training where required across the Gauteng Province
- j. The service provider must offer the training over a period which will be discussed with sites.
- k. Service provider to ensure that logbooks are completed by trainees onsite during their practical's and attendance registers are completed during the training period
- l. The Service Provider must be willing to deliver training at various sites, everywhere in Gauteng
- m. The Service Provider must demonstrate their financial capacity to expedite and provide:
 - Quality training in a conducive environment,
 - provide material development and quality manuals and learner support,
 - protective wear including overall boots and helmet,

- training venue that are accessible,
 - transport where venue is not accessible,
 - provision of 1 nutritious meal daily during the period of training to trainees (lunch 1 starch 2 vegies and 1 protein, 1 juice and a 500ml water bottle).
- n. The Service Provider will submit a detailed Project Implementation Plan on training to be conducted.
 - o. The Service Provider shall provide contract and ensure they sign a contract for to commit attendance for the entire training duration.
 - p. Within ten days of commencement of training, the service provider should provide the department with the files containing training contract, certified identity document (certification not older than three months) and assessment report per participant.
 - q. The Service Provider will submit detailed training reports monthly with attendance registers.
 - r. At the end of the training the training provider should closeout report, and copies of certificates before the invoice can be paid.
 - s. Preference will be given to Women, Youth & PWDs owned companies.

6. Evaluation Methodology

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management), and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance** and **Administrative Compliance**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of **60** points on **Functionality**, will not be considered to form part of the panel.

Bids will be evaluated on the stages listed below:

Stage 1A: Mandatory compliance

Stage 1B: Administrative compliance

Stage 2: Functionality Evaluation Criteria

6.1. Stage 1A: Mandatory Compliance Criteria

Bidders must fully complete and submit all mandatory compliance, failing which they will be disqualified from further evaluation.

- Valid copy of Sector Education and Training Authority (SETA) or Quality Council for Trades & Occupation (QCTO) certificate of accreditation stating the courses for which they are accredited to provide or copy of the certificate of Council on Higher Education of South Africa in case of Universities and Colleges, or valid accreditation letter or Certificates from South African Council for the Project and Construction Management Professions.
- Submission of a joint venture/consortium agreement signed by all parties to the agreement (where bidders submit proposals as such).
- Bidders are required to demonstrate the capacity and capability of the project team. The Bidder must have the below-listed expertise within their team. In this regard, the bidders are urged to comply with the following: (Qualifications, Professional Registration, and CVs of All Project Team as per **Table 14** below)
- Bidder should note the minimum qualifications and experience necessary for consideration.
- The Bidder should also provide the stated Portfolio of Evidence (POE) and Means of Verification (MOV) as proof that their professionals are fully qualified, experienced, and recognized.

Table 12: Project Team

NO	CATEGORY OF TRAINING	RESOURCES REQUIRED	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	POE
1	Painting Skills Programme	Trainer	Trade Test Certificate	3-5 Years in Training facilitation relevant to the Painting Skills Programme	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role. • A certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by • SAQA verification
		Mentor	Trade Test Certificate	CPD (Continuous Professional Development) Points.	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role. • A certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
2	Plastering Skills Programme	Trainer	Trade Test Certificate	3-5 Years in Training facilitation relevant to Plastering Skills Programme	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • A certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
		Mentor	Trade Test Certificate	CPD (Continuous Professional Development) Points.	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • A certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
3	Bricklaying Skills Programme	Trainer	Trade Test Certificate	3-5 Years in Training facilitation relevant to the	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • A certified copy of the original certificate

				Bricklaying Skills Programme	<ul style="list-style-type: none"> • A Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
		Mentor	Trade Test Certificate	CPD (Continuous Professional Development) Points.	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role. • A certified copy of the original certificate • Certified copy of the original proof of accreditation. • Foreign Qualification must be accompanied by SAQA verification
4	Carpentry Skills Programme	Trainer	Trade Test Certificate	3-5 Years in Training facilitation relevant to the Bricklaying Skills Programme	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role. • Certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
		Mentor	Trade Test Certificate	CPD (Continuous Professional Development) Points.	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role. • Certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
5	Plumbing Skills Programme	Trainer	Trade Test Certificate	3-5 Years in Training facilitation relevant to Plumbing Skills Programme	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • Certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification
		Mentor	Trade Test Certificate	CPD (Continuous Professional Development) Points.	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • Certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by

					SAQA verification
6	Construction Management	Trainer	NQF 6 (National Diploma in Building/ Construction studies or relevant to built environment)	3-5 Years in Training facilitation relevant to Construction Management	<ul style="list-style-type: none"> Curriculum Vitae, indicating years in the role Certified copy of the original certificate Certified copy of the original proof of accreditation Foreign Qualification must be accompanied by SAQA verification
		Mentor	NQF 6 (National Diploma in Building/ Construction studies or relevant to built environment)	3-5 Years of mentorship.	<ul style="list-style-type: none"> Curriculum Vitae, indicating years in the role Certified copy of the original certificate. Certified copy of the original proof of accreditation. Foreign Qualification must be accompanied by SAQA verification
7	Construction Project Management	Trainer	NQF 6 (National Diploma in Building/ Construction studies or relevant to built environment)	3-5 Years in Training facilitation relevant to Construction Project Management	<ul style="list-style-type: none"> Curriculum Vitae, indicating years in the role. Certified copy of the original certificate Certified copy of the original proof of accreditation Foreign Qualification must be accompanied by SAQA verification
		Mentor	Accreditation on (South African Council for the Project and Construction Management Professions (SACPCMP))	3-5 Years of Mentorship	<ul style="list-style-type: none"> Curriculum Vitae, indicating years in the role. Certified copy of the original certificate Certified copy of the original proof of accreditation Foreign Qualification must be accompanied by SAQA verification
8	Finance for Non-Finance Managers	Trainer	NQF 6 (National Diploma in Financial Management & Accounting or Construction Accounting or Business Management or relevant finance)	3-5 Years in Training facilitation relevant to Finance for Non-Finance Managers	<ul style="list-style-type: none"> Curriculum Vitae, indicating years in the role. Certified copy of the original certificate Certified copy of the original proof of accreditation Foreign Qualification must be accompanied by

			qualification)		SAQA verification
		Mentor	NQF 6 (National Diploma in Business Management or relevant finance qualification & Accreditation in Mentorship	3-5 Years in Mentorship	<ul style="list-style-type: none"> • Curriculum Vitae, indicating years in the role • Certified copy of the original certificate • Certified copy of the original proof of accreditation • Foreign Qualification must be accompanied by SAQA verification

6.1.3 Stage 1C: Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below, non-compliance will not lead to disqualification: Complete, sign and submit all (Standard Bidding Documents) SBD documents, i.e.

- SBD 1- Invitation to bid;
- SBD 4- Bidder's Disclosure
- SBD 6.1 – Preference Points Claim Form;
- Tax compliance status pin
- Proof of registration with the Central Supplier Database
- Company CIPC registration documents
- Company profile
- Valid B-BBEE verification certificate (SANAS accredited) or Sworn Affidavit
 - Tenderers are required to submit proof of their B-BBEE Status Level of Contributor. Proof includes an original or certified copy of a valid B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.
 - Tenderers who qualify as an Exempted Micro Enterprises (EME) must submit an original or certified copy of a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
 - In the case of a Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as an original or certified copy of a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
 - If the QSE is less than 51% black-owned, then the bidding entity will be required to provide an original or certified copy of a valid B-BBEE Certificate, issued by an agency accredited by SANAS, as well as the sworn affidavit to confirm their QSE status by providing an original or certified copy of a valid

Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.).

- In case of a trust, consortium or joint venture, all tenderers must submit an original or certified copy a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.
- **NB: Note that a sworn affidavit as explained above is to be signed and commissioned by a Commissioner of Oath on the same date as the Deponent. The Commissioner's date on the Sworn Affidavit must be same as the Deponent's date.**
- **NB: In a case of a Joint Venture / Consortium, A consolidated BBBEE certificate accredited by SANAS should be submitted as well as a separate Tax Compliance Status (TCS), Company Registration Documents, and CSD number.**

6.1.4 Stage 1D: Functionality Criteria

Please tick the applicable box below to indicate the area of your specialization that you are bidding for. Please submit supporting documents required for functionality evaluation based on your area of specialization.

No.	Training Category	Yes	No
1.	Painting Skills Programme		
2.	Plastering Skills Programme		
3.	Bricklaying Skills Programme		
4.	Carpentry Skills Programme		
5.	Plumbing Skills Programme		
6.	Construction Management		
7.	Construction Project Management		
8.	Finance for Non- Finance Managers		
9.	Mentorship		
10.	RPL- Recognition of Prior Learning		

Minimum score required score for functionality evaluation is: 60 points out of 80 points and any bidder who does not meet the minimum threshold of 60 points will be eliminated. Bidders that qualify in terms of functionality cut off points of 60 will form part of the framework agreement.

Functionality Item	Functionality Breakdown	Points
1. Experience of the Bidder	<p>Evidence of prior experience of the Bidder</p> <p>Important notes to the bidder:</p> <ol style="list-style-type: none"> 1. Appointment and references must be aligned to similar works, which have been successfully concluded. 2. The appointment letter/ Contract / Purchase Order must be accompanied by corresponding references (reference letters or recommendation letters), both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done. 3. The maximum points a bidder can score in this section is 40 points <ul style="list-style-type: none"> ✓ Five projects and above on similar work = 40 Points ✓ Four projects on similar work = 30 Points ✓ Three projects on similar work = 20 Points ✓ Less than three projects on similar work= 0 Points 	40
2. Previous experience of the firm	<p>The Service Provider must provide evidence of the number of years the company has been in existence.</p> <p>The experience must be in line with the company's number of years in existence.</p> <p>Evidence of the experience should be included in the form of signed appointment letters/ purchase order in the company's letterhead showing dates of appointment and completion.</p> <p>The appointment letter/ Purchase Order must be accompanied by corresponding references (reference letters or recommendation letters), both the corresponding documents must be signed, and dated, and must be on the official letterhead of the company for which the work was done.</p> <ul style="list-style-type: none"> ✓ more than 7 years =40 points ✓ 6 – 7 years =30 Points ✓ 4 – 5 years =20 Points ✓ 2 – 3 years =10 Points ✓ Less than 2 years =0 Points 	40

7. PROJECT DURATION

The project duration will be for a period of 36 months.

8. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Head of Department. On delivery and completion of each work, an invoice can be submitted for work completed and POE provided. Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and warning processes have been concluded and a supplier or supplier(s) appointed.

NB: THE COMPANY MUST BE REGISTERED ON CENTRAL SUPPLIER DATABASE (CSD)

9. FORMAT AND SUBMISSION OF BID

All submissions must be 01 Hard copy. The proposals must be submitted in (One) 01 sealed envelope containing the proposal. The submissions must be clearly marked with the description and the RFP number and submitted at 11 Diagonal Street, 17th floor, Newtown, Johannesburg.

The bidder must ensure that they provide submissions that are packaged professionally, i.e. document is indexed.

NB: NO electronic bids shall be accepted and **NO** late submissions shall be accepted.

10. ENQUIRIES

- All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Ms. Trudy Malebye @ Trudy.Malebye@gauteng.gov.za
- Any other enquiry related to bid process may be directed in writing for attention to Ms Nkele Maleka @ Nkele.Maleka@gauteng.gov.za and Mr. Cyril Chauke @ cyril.chauke@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted. The cut-off time of written enquiries will be 48 hours prior to the closing date and time.

Each Request for Proposal (RFP) shall comprise of clearly indexed and bound returnable documents as follows:

1	Standard Bid documents (SBD1, SBD 4, and SBD 6.1)
2	Copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK
3	Valid Tax SARS Issued Pin Code (Which will be verified)
4	Original/Certified valid BBBEE certificate/ Sworn Affidavit in case of EME's and QSE's
5	Proof of company registration on the Central Supplier Database (CSD)
6	Company Profile
7	JV/Consortium Agreement for companies submitting as such
8	Mandatory supporting documents
9	Functionality supporting documents
10	Other Documents

SPECIAL CONDITIONS OF THE CONTRACT

TENDER NUMBER	HLA 4/2/4-2023/12
DESCRIPTION	ESTABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
CLOSING DATE	22 FEBRUARY 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy Bid Evaluation Charter and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The evaluation of bids will be done in two stages as follows: Mandatory, Administrative Compliance and Functionality. During the functionality evaluation stages, bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the establishment of a framework agreement.

2. B-BBEE

A preferential point system shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, and as defined in the Conditions of Tender in the tender document, read in conjunction with the Procurement Policy of Gauteng Department of Human Settlements. The preference procedure for evaluation of responsive Tender offers shall be either that 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.

Specific Goals Points will be determined during the implementation stage:

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)
Specific Goals and / or RDP Goals	To be determined during the implementation stage	To be determined during the implementation stage	To be determined during the implementation stage	To be determined during the implementation stage

Bidders are required to submit the following as proof of ownership to score points on specific goals.

- a certified copy of the founding documentation of the company with which the ownership is listed.
- a valid BBBEE certificate or sworn affidavit.
- a certified copy of the ID-document (s) for woma(e)n ownership.
- a certified copy of the ID-document (s) for youth owner ship.
- a certified declaration from your medical doctor certifying the degree of disability

NB: A valid B-BBEE Certificate (in case of JV a consolidated B-BBEE certificate) issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by both the deponent and the Commissioner of Oaths on the same date.

3. CENTRAL SUPPLIER DATABASE REGISTRATION

Bidders must ensure that they are registered on the Central Supplier Database prior to the closing of this tender. For those companies that are not registered on the Central Supplier Database (CSD) please log onto www.csd.gov.za to register your company details.

4. COMPLETION OF SBD DOCUMENTS

Bidders are required to complete SBD 1, SBD 4 and SBD 6.1.

ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Ms. Trudy Malebye @ Trudy.Malebye@gauteng.gov.za

Any other enquiry related to the bid process may be directed in writing for attention to Ms. Nkele Maleka @ Nkele.Maleka@gauteng.gov.za and Mr. Cyril Chauke @ Cyril.Chauke@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices

32. Taxes and duties

General Conditions of Contract

1. Definitions

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery

and documents

- 10.1 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.
- Deliv
ery of
- 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.
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 12. Transportation**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13. Incidental services**

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

18. Contract amendments

- 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.

19. Assignment

- 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.

20. Subcontracts

- 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. Delays in the supplier's performance

- 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.

23.1 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:

23. Termination for default

- (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

25. Force Majeure

- 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
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

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

**28. Limitation of
liability**

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme	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.

General Conditions of Contract (revised February
2008)