

Approved
N. Mawta
08/03/2021



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER: HP20/021GS

RETURNABLE DOCUMENTS

AND

SPECIFICATIONS

FOR

**TRAINING OF 113 EPWP PARTICIPANTS ON THE
SKILLS PROGRAMME: FURTHER EDUCATION AND
TRAINING CERTIFICATE - VICTIM EMPOWERMENT
CO-ORDINATION PROGRAMME. NQF LEVEL 4, SAQA
ID 49872 IN GERT SIBANDE AND NKANGALA
DISTRICT MUNICIPALITY**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP20/021GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 30/03/2021

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

BID DOCUMENTS MAY BE POSTED TO

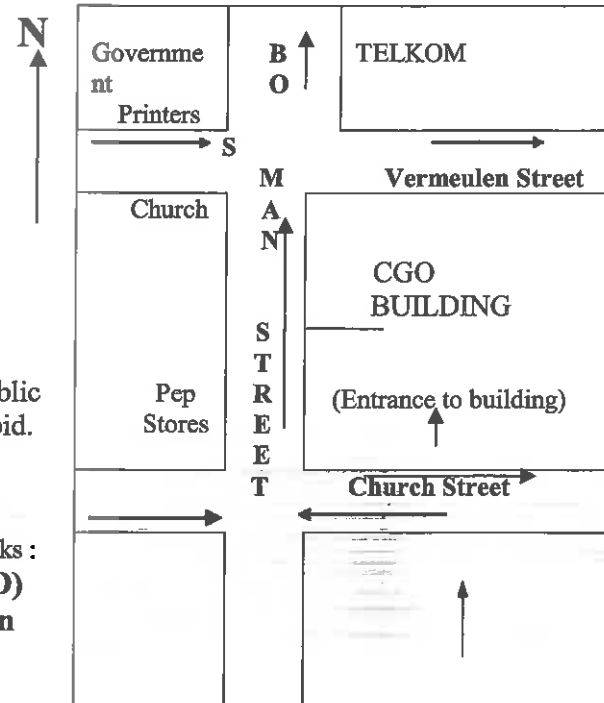
DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001

ATTENTION: TENDER SECTION:
Central Government office: Room 121

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

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

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR. CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

CONTENTS OF BID DOCUMENT

Project title:	Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality		
Project Leader:	Cinderella Makunike	Bid / no:	HP20/021GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
PA-04(GS): Notice and invitation to tender	5 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices	4 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	7 Pages
PA29: Certificate of Bid Determination	4 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	21 Pages
Submission of a completed Pricing Schedule	03 Pages

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	DPW04.1 GS	CLOSING DATE:	30-03-2021	CLOSING TIME:	10:00
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DESCRIPTION	Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)**

Department of Public works: Office Building, Kosman and Madha St
Pretoria Central: Reception area

OR POSTED TO:
 Attention to Procurement Office: 504, Victim Empowerment Co-ordination Programme, Office Building, Kosman and Madha St
 T: Private bag x65
 Pretoria Central: 000

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			

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	OR B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No		<input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS	CONTACT PERSON	CINDERELLA MAKUNIKE
CONTACT PERSON	PORTIA KGAAMEDI	TELEPHONE NUMBER	012 492 3075/082 884 2633
TELEPHONE NUMBER	012 492 3109	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Cinderella.makunike@dpw.gov.za
E-MAIL ADDRESS	Portia.kgamedid@dpw.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
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3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

IN THE CASE OF EXEMPTED MICRO ENTERPRISES (EME), A VALID CERTIFIED SWORN AFFIDAVIT MUST BE SUBMITTED WITH THE BID OFFER)

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality

Project title:	Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality
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Bid no:	HP20/021GS		
Advertising date:	03-03-2021	Closing date:	30-03-2021
Closing time:	11:00am	Validity period:	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed).
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input type="checkbox"/>	Compulsory briefing session.
<input checked="" type="checkbox"/>	Submission of valid proof of accreditation with the SETA for SAQA ID 49872 or HWSETA approval for Gender Based Violence Skills Programme 1, HW/SP/200601.
<input checked="" type="checkbox"/>	Submission of the bid pricing structure (Annexure A) as per the provided template which include Covid-19 compliance PPE.

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people

	<input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;
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This bid will be evaluated according to the preferential procurement model in the PPPFA:
 (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	60%
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Functionality criteria:	Weighting factor:
<p>A. Prospective bidders must have a facilitator with Further Education and Training Certificate: Victim Empowerment Co-ordination or equivalent with relevant experience: (curriculum vitae and copies of qualifications must be attached)</p> <p>Qualified facilitator with relevant experience of 49 months and above = 5 points Qualified facilitator with relevant experience of 37 to 48 months = 4 points Qualified facilitator with relevant experience of 25 to 36 months = 3 points Qualified facilitator with relevant experience of 13 to 24 months = 2 points Qualified facilitator with relevant experience of 0 to 12 months = 1 point Did not provide any of the above listed items = 0 points</p>	25
<p>B. Prospective bidders must have a relevant HWSETA/QCTO registered assessor for the qualification with relevant experience: (curriculum vitae and proof of registration must be attached)</p> <p>Registered assessor with relevant experience of 49 months and above = 5 points Registered assessor with relevant experience of 37 to 48 months = 4 points Registered assessor with relevant experience of 25 to 36 months = 3 points Registered assessor with relevant experience of 13 to 24 months = 2 points Registered assessor with relevant experience of 0 to 12 months = 1 point Did not provide any of the above listed items = 0 points</p>	25

<p>C. Prospective bidders must have a relevant HWSETA/QCTO registered moderators for the qualification with relevant experience: (curriculum vitae and proof of registration must be attached)</p> <p>Registered moderator with relevant experience of 49 months and above = 5 points Registered moderator with relevant experience of 37 to 48 months = 4 points Registered moderator with relevant experience of 25 to 36 months = 3 points Registered moderator with relevant experience of 13 to 24 months relevant experience = 2 points Registered moderator with relevant experience of 0 to 12 months = 1 point Did not provide any of the above listed items = 0 points</p>	25
<p>D. Prospective bidders must submit a detailed training plan which includes all comprehensive training methodology (The training methodology includes the following 7 steps: 1. Diagnostic assessment, 2. Registration of learners; 3. Theory and practical; 4. Workplace; 5. Assessment; 6. Moderation; and 7. Certification)</p> <p>Detailed training plan including training methodology with 7 steps = 5 points Detailed training plan including training methodology with 6 steps = 4 points Detailed training plan including training methodology with 5 steps = 3 points Detailed training plan including training methodology with 3 to 4 steps = 2 points Detailed training plan including training methodology with 1 to 2 steps = 1 point Did not provide any of the above-listed items = 0 points</p>	15
<p>E. Prospective bidders must submit the details of the Project Manager with experience in project management: (curriculum vitae must be attached)</p> <p>Project Manager with relevant experience of 49 months and above in project management = 5 points Project Manager with relevant experience of 37 to 48 months in project management = 4 points Project Manager with relevant experience of 25 to 36 months in project management = 3 points Project Manager with relevant experience of 13 to 24 months in project management = 2 points Project Manager with relevant experience of 0 to 12 months in project management = 1 point Did not provide any of the above-listed items = 0 points</p>	10
Total	100 Points

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

Non-compliant contributor	0	0
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- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address **Department of Public Works, CGO Building, Bosman and Madiba Street, Pretoria CBD, Room number 121.** A non-refundable bid deposit of **R 200.00**
- A **COMPULSORY** pre bid meeting with representatives of the Department of Public Works will take place at **(THERE WILL BE NO BRIEFING SESSION)**

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Cinderella Makunike	Telephone no:	012 492 3075
Cell no:	082 884 2633	Fax no:	n/a
E-mail:	Cinderella.makunike@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
 All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 121</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Department of Public Works Central Government Offices Corner of Bosman & Madiba streets 121</p>
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COMPILED BY:

Cinderella Makunike	<i>Cinderella Makunike</i>	PROJECT MANAGER	03-03-2021
Name of Project Leader	Signature	Capacity	Date

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality		
Project Leader:	Cinderella Makunike	Bid / Quote no:	HP20/021GS

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**
 (Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	<input type="checkbox"/>
Map	01 Pages	<input type="checkbox"/>
Bid form of offer (PA 32)	03 Pages	<input type="checkbox"/>
PA 04 (GS):Notice and invitation to tender	05 Pages	<input type="checkbox"/>
PA 09 (GS):List of returnable documents	01 Pages	<input type="checkbox"/>
PA-10(GS):General Conditions of contract	10 Pages	<input type="checkbox"/>
PA-11(GS) Declaration of interest and bidder's past supply chain management practices	04 Pages	<input type="checkbox"/>
PA-15.1: Resolution of board of Directors	02 Pages	<input type="checkbox"/>
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	<input type="checkbox"/>
PA-15.3:Special resolution of consortia or joint ventures	02 Pages	<input type="checkbox"/>
PA-16:Preference Points Claim form	07 Pages	<input type="checkbox"/>
PA-29: Certificate of independent Bid Determination	04 Pages	<input type="checkbox"/>
PA-40: Declaration of designated groups for preferential procurement	02 Pages	<input type="checkbox"/>
Terms of reference	21 Pages	<input type="checkbox"/>
Submission of valid proof of accreditation with the SETA for SAQA ID 49872 or HWSETA approval for Gender Based Violence Skills Programme 1, HW/SP/200601 including the selected elective unit standards provided in the terms of references.	Pages	<input type="checkbox"/>
Submission of the bid pricing structure (Annexure A) as per the provided template which include Covid-19 compliance PPE.	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality</i>		
Bid no:	HP20/021GS	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

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2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

- ¹ "State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

- ² "Shareholder" means –
- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director / trustees / shareholder / member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....

.....

3.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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	informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
5.2	<i>If so, furnish particulars:</i>		
5.3	<i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i> To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate- Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 in Gert Sibande and Nkangala District Municipality		
Bid no:	HP20/021GS	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² **Bid rigging (or collusive bidding)** occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

³ 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.

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.

Name of Bidder	Signature	Date	Position

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
Effective date April 2017

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
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9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
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15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to ~~not exceed~~ R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

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

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million

Preference Points Claim for Bids: PA-16

or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;

Preference Points Claim for Bids: PA-16

- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Preference Points Claim for Bids: PA-16

Where

- Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Preference Points Claim for Bids: PA-16

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Preference Points Claim for Bids: PA-16

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Preference Points Claim for Bids: PA-16

WITNESSES:

- 1.
- 2.

DATE:.....

.....
SIGNATURE(S) OF BIDDER(S)

ADDRESS:.....

.....

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the 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 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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date



TERMS OF REFERENCE:

Training of 113 EPWP participants on the skills programme: Further Education and Training Certificate - Victim Empowerment Co-ordination programme. NQF level 4, SAQA ID 49872 IN GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITY

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<u>ABBREVIATIONS/ACRONYMS</u>	
BBBEE	Broad Based Black Economic Empowerment
CGO	Central Government Offices
COVID-19	Corona Virus Disease
DHET	Department of Higher Education and Training
DPWI	Department of Public Works and Infrastructure
EME	Exempted Micro Enterprises
ETD	Education Training and Development
ETQA	Education and Training Quality Assurance
EPWP	Expanded Public Works Programme
NSF	National Skills Fund
POE	Portfolio Of Evidence
POPIA	Protection Of Personal Information Act
PPE	Personal Protective Equipment
QSE	Qualifying Small Enterprises
SAQA	South African Qualifications Authority
SETA	Sector Education and Training Authority
SLA	Service Level Agreement
SMMEs	Small, Medium and Micro Enterprise
VAT	Value Added Tax

1. INTRODUCTION

These terms of reference are aimed at:

- Inviting the relevant accredited training provider(s) for the implementation of the **HWSETA Further Education and Training Certificate: Victim Empowerment Co-ordination**. Skills Programme Registration Number HW/SP/200601, SAQA ID 49872 in Mpumalanga province, five (5) projects – Gert Sibande and Nkangala District Municipalities at 5 sites.
- Defining the scope of work and the expected deliverables of the relevant training providers to ensure submission of compliant bids towards the appointment of the successful bidder.

2. BACKGROUND

The Department of Public Works and Infrastructure (DPWI) secured funding from the Department of Higher Education and Training (DHET) - National Skills Fund (NSF), to support the EPWP training initiatives across all provinces. The main objectives of training in EPWP are to equip the participants with skills and knowledge, which will enable them to effectively implement their EPWP projects and to enhance their active participation in the labour market and SMME development at the exit level.

Training is implemented in line with all applicable prescripts. The NSF Circular 11 of 2019/20 (attached) outlines the preventative measures to be undertaken to curb Covid-19 infections during training. Any change or amendment in the funder or government prescripts will be adhered to.

3. DEFINITION OF TERMS

For the purposes of this terms of reference the following definitions shall apply:

“Assessment”: refers to the formative continuous assessment by the Training Provider during the training and experience component of the skills programme as well as the summative or final assessment at the end of training as per the relevant ETQA prescripts.

“Assessor”: refers to an education and training personnel who is registered by the relevant ETQA body to measure the achievement of specified National Qualification Framework standards or qualifications.

“Certification”: refers to the issuance of the certificate of competency by the relevant ETQA upon successful completion and attainment of a qualification related to a skills programme.

“Classroom training”: refers to all instructional training at a venue acquired for theoretical and practical component of training as per the relevant ETQA prescripts.

“Day”: refers to any calendar day and it includes Saturdays, Sundays and recognized public holidays within the Republic of South Africa;

“EPWP”: means Expanded Public Works Programme a national government initiative aimed at drawing a significant number of unemployed people into productive work.

“EPWP participant”: refers to any person or an Organization which is participating in an EPWP project and reported as such, in line with the EPWP reporting requirements.

“Facilitator”: refers to a relevant qualified education and training personnel who offers learning process and training related activities as per the relevant ETQA prescripts.

“Funds”: refers to the project funding, as set aside by DPWI through NSF monies

“Learner”: means EPWP participant recruited by EPWP to participate in the skills programme in line with the set regulations.

“Learner Allowance”: means an allowance payable by the appointed training provider to the learners from the NSF grant approved by DHET. This allowance is intended to assist learners with their daily meals and transport to attend training.

“Moderator”: refers to a registered education and training personnel who ensures that the process of assessment for the outcomes described in the NQF standards and qualification is fair, reliable and valid as per the relevant ETQA prescripts.

“NSF”: refers to the National Skills Fund established in terms of section 27(1) of the Skills Development Act, 1998 (Act No.97 of 1998) as amended.

“Quality assurance”: refers to monitoring process by ETQA to ensure compliance of training to set standards at all levels.

“Service”: means the services to be provide by the Training Provider for the project in accordance with the training deliverables.

“Service Provider”: means the successful bidder appointed to undertake this project. Training Provider shall have a corresponding meaning.

“Skills Programme”: It is an occupationally-directed programme that will be delivered by an accredited training provider. This programme must incorporate workplace experience where learners can accumulate credits towards a registered formal qualification on the NQF.

“Training Provider”: refers to a natural or juristic person appointed by DPWI accredited by an ETQA to provide accredited training to the representatives of learners.

4. SCOPE OF WORK

The appointed training provider will be expected to implement the skills programme in line with the relevant ETQA prescripts as listed in the table below:

Qualification Title	Skills programme Registration Number	SAQA ID	Credits	NQF Level	Training Duration
Further Education and Training Certificate: Victim Empowerment Co-ordination	HW/SP/200601	49872	29	4	36
Demonstrate an understanding of prevention programmes in Victim Empowerment	Core	120076	4	4	5
Provide interventions in gender violence	Core	120082	8	4	10

Read analyse and respond to a variety of texts	Fundamental	8975	5	4	6
Conduct a basic community needs assessment	Elective	110053	12	4	15

Training will be offered to **113 EPWP Participants in Mpumalanga Province, – Gert Sibande and Nkangala District municipalities at 5 different sites.**

The appointed Training Provider will be required to perform the following services in line with the relevant SETA and NSF Covid-19 preventative measures:

4.1. Pre-training deliverables

The Training Provider will be expected to comply with the following pre-training deliverable:

- Avail him/herself as well as all the required resources for training, for the due diligence session. This is an ongoing evaluation process and capacity verification which will be conducted by the Department at any stage of the project.
- Complete the NSF “Learning readiness questionnaire” (to be filled before signing the SLA) to verify Covid-19 responsiveness in terms of PPE, training facilities, and personnel. Based on the questionnaire information, the EPWP Beneficiary Training Director must endorse the readiness and the SLA will be signed with the awarded provider.
- The appointed training provider will be expected to register the skills programme (Gender Based Violence skills programme 1: HW/SP/200601) with the relevant SETA.
- Attend a compulsory logistics meeting to be coordinated by DPWI, after signing of the SLA, in preparation for implementation.

- Verify with SAQA/ETQA to ensure the validity of the selected programmes before the commencement of training and ensure compliance with the relevant SETA/ETQA requirements for the learning programme implementation.
- Ensure that all the relevant and required staff, infrastructure, consumables including protective clothing and equipment for the achievement of the theoretical, practical, and workplace outcomes of this programme, are in place as per the relevant SETA or ETQA prescripts and Covid-19 preventative requirements. All consumables should remain with the project or learners upon completion of training, whilst equipment should be provided on a lease-basis as per the duration and the applicable activities of the course.
- Secure the accessible and suitable SETA or ETQA and Covid-19 compliant venue. This venue will be for theoretical and practical training only for all learners. The training provider should provide the classroom facilities which comply with the relevant SETA or ETQA classroom ratio and ensures a minimum of 1.5 meter social distancing between each learner and must be within the accessible radius of 2.5 kilometre and not exceeding 5 kilometre distance from the project site. The project's locality is indicated in the project sheet attached (Annexure C). Note: The EPWP projects will be used as facilities for workplace learning).
- In line with the SETA or ETQA prescripts and Covid-19 responsive measures, avail the relevant and sufficient workplace coordinators and personnel who will continuously support and guide learners during the workplace learning. The existing EPWP projects will be used for workplace learning, therefore the provider should not charge or cost for workplace facilities, but for workplace learning or coordination only.

- NB: The training provider may agree with all stakeholders to utilize free or unpaid project sites or government facilities, equipment, consumables, etc., if suitable and sufficient. However, no claim should be submitted to DPWI by the training provider in such cases. The claim will only be paid for the provision of such facilities by the provider and proof of such and or DPWI verification report confirming that the provider has secured a suitable private or a paid government venue should accompany such claims.

4.2. Training deliverables

The Training Provider will be expected to deliver the following training deliverables:

Agree with all stakeholders regarding training delivery which will be aligned to SETA or ETQA prescripts and the Covid-19 responsive measures.

Conduct a one-day diagnostic assessment to ensure all learners' knowledge, skills, and understanding which is assumed to be in place, is reasonable to support the achievement of the programme. The results thereof should be reported to EPWP before commencing with training. Register and sign learner agreements as per the set SETA or ETQA requirements for skills programme.

Provide **eleven (11) days** (30% of the course duration) of theoretical and practical training to ensure that all learners successfully complete the training as per the set SETA or ETQA prescripts.

Provide **twenty (25) days** (70% of the course duration) of workplace learning and coordination through **one (1) site visit per week per project site**, ensure continuous guidance and support towards successful completion of the training. NB: A site visit coordination session should be for **eight (08) hours** per visit per project and coordinated by the relevant ETD personnel as per the applicable SETA or ETQA requirements.

Implement training in the language preferred by the learners, where applicable. EPWP participants are at different entry NQF levels and may need to be trained in the language they understand better to ensure successful completion of the programme to avoid a high dropout rate.

Assess all learners' portfolios of evidence, re-assess where necessary, moderate and upload learners' achievements in line with the SETA or ETQA prescripts, to ensure that all successful learners receive a certificate of attendance and competency certificates.

Provide remedial support as and when required in line with the SETA or ETQA prescripts to assist the not yet competent learners to successfully complete the programme.

Monitor, evaluate, and mentor continuously to ensure that, all learners are supported to enhance a 100% completion rate at the end of the learning programme.

Produce progress reports at the end of each activity in line with the SETA or ETQA prescripts. These reports will form part of support documents for respective payment tranches as outlined in paragraph 7 below e.g. theory, workplace learning, etc.

Ensure SETA or ETQA's involvement for quality assurance and verification of learners' POE at applicable levels of the programme to facilitate the successful completion of the programme by following the set timeframes.

Continuously liaise with the relevant SETA or ETQA for timeous certification of the successful learners, upon completion of the programme.

4.3. Reporting and communication

The contracted training providers should:

- Provide comprehensive reports and all other relevant documents, as per the agreed timelines, to the EPWP Project Manager. It should be noted that any relevant official from EPWP, may be involved in the project in collaboration with the EPWP regional office.
- Communicate any training related matters or challenges to the DPWI EPWP Regional Training Manager allocated to the project, and elevate such matters, if unresolved, to the Regional Programme Manager, then to Head Office level, if necessary or unless otherwise deemed fit.
- In line with the POPIA, keep and protect any learner's data and information as confidential and not divulge any such data and or information to the third party without the prior written consent of the department.
- Any dispute will be handled in terms of the applicable DPWI prescripts which will be outlined and signed during signing of the service level agreement with the successful bidder.

5. EVALUATION CRITERIA OF APPLICATIONS/BIDS

In order to appoint an appropriate and efficient training provider who will ensure successful delivery and completion of this project, the following critical criteria should be met by the Training Provider:

5.1. Administrative responsiveness/compliance

To be considered responsive, bids must satisfy the following responsiveness criteria:

- The providers must attach all required documents as outlined in the bid document. An omission in any of the required documents may render the bidder non-responsive. Training providers who comply with administrative responsiveness will be evaluated for functionality, price, and preferences.
- Completion of returnable documents, submission of appropriate certificates, documents and information as required to determine eligibility.
- The training provider must attach proof of a valid accreditation by the relevant SETA for the **Further Education and Training Certificate: Victim Empowerment Co-ordination SAQA ID: 49872 or HWSETA approval for Gender Based Violence Skills Programme 1, HW/SP/200601**. With support from DPWI, provider with accreditation for qualification 49872, should ensure that the approval letter is attained before the SLA with DPWI.
- Submission of completed pricing structure (Annexure A of the bid document), which also caters for Covid-19 compliant PPE.
- EME or QSE must submit sworn affidavit signed by EME/QSE representative and attested by Commissioner of Oaths.
- For bidders other than EME/QSE must submit an original and valid BBBEE Status level Verification Certificate (as per the relevant sector/ industry codes of good practice) or a certified copy.
- To claim BBBEE points, bidders must fully complete PA_16 (preference points claim form).
- Bidders will first be evaluated in terms of the minimum requirements for functionality. A minimum score of 60% applies for further evaluation in terms of the 80/20 Preference Point System.

5.2. Quality/Functionality

For evaluation of functionality criteria, bidders must:

- Submit copies of the condensed curriculum vitae and qualifications of the suitably qualified and registered personnel to be used for training of **113** learners i.e. skills programme from qualification title: **Further Education and Training Certificate: Victim Empowerment Co-ordination SAQA ID: 49872,**
- Qualified facilitator(s) with relevant experience.
- Registered assessor(s) with relevant experience.
- Registered moderator(s) with relevant experience.
- Project Manager with relevant experience.

Bids will be evaluated using the following **Functionality Criteria:**

Functionality criteria	Weighting factor
<p>A. Prospective bidders must have a facilitator with Further Education and Training Certificate: Victim Empowerment Co-ordination or equivalent with relevant experience: (curriculum vitae and copies of qualifications must be attached)</p> <p>Qualified facilitator with relevant experience of 49 months and above = 5 points Qualified facilitator with relevant experience of 37 to 48 months = 4 points Qualified facilitator with relevant experience of 25 to 36 months = 3 points Qualified facilitator with relevant experience of 13 to 24 months = 2 points Qualified facilitator with relevant experience of 0 to 12 months = 1 point Did not provide any of the above listed items = 0 points</p>	25
<p>B. Prospective bidders must have a relevant HWSETA/QCTO registered assessor for the qualification with relevant experience: (curriculum vitae and</p>	

<p>proof of registration must be attached)</p> <p>Registered assessor with relevant experience of 49 months and above = 5 points</p> <p>Registered assessor with relevant experience of 37 to 48 months = 4 points</p> <p>Registered assessor with relevant experience of 25 to 36 months = 3 points</p> <p>Registered assessor with relevant experience of 13 to 24 months = 2 points</p> <p>Registered assessor with relevant experience of 0 to 12 months = 1 point</p> <p>Did not provide any of the above listed items = 0 points</p>	<p>25</p>
<p>C. Prospective bidders must have a relevant HWSETA/QCTO registered moderators for the qualification with relevant experience: (curriculum vitae and proof of registration must be attached)</p> <p>Registered moderator with relevant experience of 49 months and above = 5 points</p> <p>Registered moderator with relevant experience of 37 to 48 months = 4 points</p> <p>Registered moderator with relevant experience of 25 to 36 months = 3 points</p> <p>Registered moderator with relevant experience of 13 to 24 months relevant experience = 2 points</p> <p>Registered moderator with relevant experience of 0 to 12 months = 1 point</p> <p>Did not provide any of the above listed items = 0 points</p>	<p>25</p>
<p>D. Prospective bidders must submit a detailed training plan which includes all comprehensive training methodology (The training methodology includes the following 7 steps: 1. Diagnostic assessment, 2. Registration of learners; 3. Theory and practical; 4. Workplace; 5. Assessment; 6. Moderation; and 7. Certification)</p> <p>Detailed training plan including training methodology with 7 steps = 5 points</p> <p>Detailed training plan including training methodology with 6 steps = 4 points</p> <p>Detailed training plan including training methodology with 5 steps = 3 points</p> <p>Detailed training plan including training methodology with 3 to 4 steps = 2 points</p> <p>Detailed training plan including training methodology with 1 to 2 steps = 1</p>	<p>15</p>

point Did not provide any of the above-listed items = 0 points	
E. Prospective bidders must submit the details of the Project Manager with experience in project management: (curriculum vitae must be attached) Project Manager with relevant experience of 49 months and above in project management = 5 points Project Manager with relevant experience of 37 to 48 months in project management = 4 points Project Manager with relevant experience of 25 to 36 months in project management = 3 points Project Manager with relevant experience of 13 to 24 months in project management = 2 points Project Manager with relevant experience of 0 to 12 months in project management = 1 point Did not provide any of the above-listed items = 0 points	10

NB: Bidders must obtain a minimum functionality score of 60% to qualify for further evaluation.

5.3. Price and preference

All bids received will be evaluated for price and preference in line with the applicable procurement prescripts and the departmental procedures.

All bids must be submitted in line with the bidder's applicable VAT status using the prescribed pricing structure attached, see (Annexure A).

Prices for Covid-19 personal protective equipment must be in line with National Treasury Instruction 11 of 2020-21 attached or accessible from the National Treasury website (see Annexure D).

6. CONDITIONS OF SERVICE (after appointment) :

The appointed Training Providers will be required to:

Sign the SLA with DPWI for **six (6) months** for the successful completion of the training i.e. **three (3) months** for training and completion of the skills programme and **three (3) months** buffer period for, amongst others, administrative work with the SETAs or DPWI before and after training. Any work implemented after the contract duration without prior approval by DPWI, will not be paid for.

The project implementation plan with the schedule indicating clear timelines, and deliverables will be agreed upon & approved by DPWI before the commencement of the training.

The appointed training providers will sign the General Conditions of Contracting (GCC- 2010) the contract Form (DPW- 04.2) and other delivery agreements and Annexures.

7. PRICING AND PAYMENT STRUCTURE

7.1. Submission of bids

The bids should be submitted by providers as follows:

- All bid documents must be signed by the company owner or delegate.
- Bids must be submitted in the prescribed format of the pricing structure template attached which also covers Covid-19 PPE. Any bid submitted in a different format may be disqualified as it is a responsive criterion. Training providers should familiarise themselves with the explanatory notes per item of the pricing structure to ensure that the bids are accurately compiled and submitted.

- Training providers must ensure that the rates are market-related in line with applicable SETA prescripts.
- All the one-day activities should be priced on a once off basis (not daily rate) e.g. overheads, moderation, certification, etc.
- The learner allowance rates should be as per the prescribed Ministerial determination rate.
- Bids must be submitted as per the set supply chain management timelines, any bids received after the deadline will not be considered by DPWI.

7.2. Payments structure:

All payments are performance-based.

No advance payment will be made for the execution of this project. All payments will be made based on satisfactory services rendered, as stipulated in paragraph 7.3 below. No performance and learner's attendance, no payment.

The Training Provider shall provide the Department with originally signed invoices with support documents, as per the pricing structure attached and drawdowns below:

1st invoice: Payable upon securing an ETQA or SETA and Covid-19 compliant classroom, theoretical and practical training conducted, compliant PPE supplied to each learner (training-related and Covid-19 related PPE) as well as learner allowance paid out. Support documents include:

- A DPWI signed due diligence report endorsing the paid venue secured and or proof of payment thereof.
- The DPWI approved implementation plan.
- Proof of learners' registration on the ETQA database.
- Originally certified copy of the learners' South African IDs.

- Monitoring report for theory signed by EPWP official.
- Training provider's report for satisfactory theory conducted.
- Register signed by each learner for each day attended.
- Proof of learner allowance paid for theory component.
- Proof of compliant PPE issued to each learner (Training related PPE and Covid-19 PPE as outlined in the due diligence report and the pricing structure) - PPE register should be signed by each learner upon receipt thereof.
- Individual learners' diagnostic assessment report (where applicable).

No payment will be made for overhead items and venue which have been offered for free to the provider by any government institution or department or project. Any payable overhead and venue must be supported by the verification report from the Regional EPWP Manager confirming such delivery as satisfactory and duly payable to the provider.

2nd invoice: Payable upon successful and satisfactory completion of the workplace learning and coordination. Support documents include:

- Provider's report for satisfactory workplace conducted including Individual learners progress.
- Register signed by each learner for each day attended.
- The monitoring report by the EPWP official/EPWP Project Manager.

3rd invoice: Payable upon successful completion of summative assessment and internal moderation report by the provider in line with the relevant SETA/ETQA regulations. Support documents include:

- Assessors report indicating individual learners' summative performance, and the individual learners' re-assessment reports (where applicable), the report to be endorsed by EPWP Official.
- Register signed by each learner for each day attended.
- The internal moderator's report.

4th invoice: Payable upon the certification or SETA external moderation report.

Support documents include:

- Valid proof of certificates by the relevant ETQA.

NB! The invoices should be submitted as per the tranches above unless otherwise agreed with relevant parties. Any outstanding claims payable must be submitted to DPWI within **six (6) months** after completion of training unless otherwise agreed between the parties. Failure to submit within the set timeframes may result in the forfeiture of the due outstanding claims.

Invoices for learner allowances: The allowance should be paid in line with the applicable SETA rates. Proof of electronic payment to each learner for each day attended, or proof of manual payment signed by each learner, as per paragraph 7.3 below.

Invoices for learners allowances should be submitted after each weekly payout made unless otherwise agreed by all parties. This should be accompanied by proof of electronic payment to each learner for each day attended, or proof of manual payment signed by each learner, as per paragraph 7.3 below.

Invoice for equipment and consumables: Payable per learner as per the approved bid upon supply of adequate, relevant, and compliant consumables including protective clothing and equipment during theory training as per the relevant SETA or ETQA and Covid-19 prescripts. The PPE register signed by each learner upon receipt of such should be attached to the invoice for overheads, PPE, equipment, etc.

All consumables should remain with the project or learners upon completion of training, whilst equipment should be provided on a lease-basis as per the duration and the applicable activities of the course.

7.3. Payment of training providers for learners' allowances paid

The learner allowance is payable by the appointed provider to the learners, from the NSF grant approved by DHET. This allowance is, to assist learners with their daily meals and transport to attend the training. The appointed training provider has to pay learner stipend at the applicable SETA minimum rates and claim from the Department with all supporting documents attached to the invoice.

No advance payment will be made to the training provider for the learner stipend. The training provider may claim weekly or otherwise for the paid out stipend. The rate may vary due to a review of the SETA regulated rates. The provider should pay the revised learner allowance rate and claim from the Department in line with the changed rates. Any deviation from the rate discrepancy shall remain the responsibility of the provider.

The learner allowance will be paid by the appointed provider at the end of each training week unless otherwise agreed by the parties and will be claimed from DPWI upon receipt of proof of such payment and all supporting documents i.e. daily attendance register signed by learners, learner allowance register signed by each learner for allowances received, an originally certified copy of the 13 digit bar-coded identity documents, and proof of the providers electronic or manual weekly pay-out of the allowance.

An additional 10% of the overall learners' allowances paid out to learners during training will be payable to the provider for administering the allowances on behalf of the Department.

8. COMMUNICATION AND RECORDS

- Written project progress reports shall be submitted by the training provider to DPWI as per the signed contract.

- EPWP Training officials will monitor and report progress made by both learners and the training provider.
- The contracted provider should ensure active participation and quality assurance by the relevant ETQA throughout the training.
- A consolidated final closeout report shall be submitted by the training provider at the end of the project.
- All records related to training should be kept in a lockable safe for a period of five years in line with the NSF prescripts.

9. ENQUIRIES

Due to Covid-19 precautionary measures to be observed, there will be no compulsory briefing session. Any technical inquiries should be made with:

Project Manager: Cinderella Makunike
Department of Public Works
Tel: 012 492 3075 or 082 884 2633
Email: cinderella.makunike@dpw.gov.za

Project Administrator: Sebe Mazula
Department of Public Works
Tel: 012 492 1460 or 066 011 7407
Email: sebe.mazula@dpw.gov.za

Any procurement related inquiries should be made with:

Project Administrator: Portia Kgamede
Department of Public Works
Tel: 012 492 3109 Email: portia.kgamede@dpw.gov.za

PRICING STRUCTURE: LEARNERSHIPS

TRAINING PROVIDER'S BUSINESS NAME:	
PROJECT NAME:	PROVINCE:
NUMBER TO BE TRAINED:	
SKILLS PROGRAMME TITLE:	QUALIFICATION ID:
NQF LEVEL:	ETQA:

TRAINING COSTS				
	(A)	B	C	(D)
ITEMS AND EXPLANATORY NOTES	COST PER PERSON PER DAY	DURATION	TOTAL NO. TO BE TRAINED	TOTAL COST FOR ALL LEARNERS = (A x B x C)
1 Training Venue: A SETA and Covid-19 compliant classroom for 30% duration only. The training venue must be within 2, 5 kilometre radius, but not exceed 5 kilometre radius from the EPWP project site for learners' access. The classroom must comply with ETQA classroom ratio and allow for a minimum of 1.5 meters of social distancing between the learners. No additional costs to DPWI and learners for venue above 5 kilometre walkable distance. Once off cost.				R
2 Theory + off the job facilitation cost: For 30% of the 36 days course duration i.e 11 days. Calculate the costs per person per day x duration x total to be trained = Total cost at D.	R	11 DAYS	113	R
3 Workplace learning/ Workplace coordination: Only 70% of the course duration i.e. 25 days. Rate for 1 site visit per week for the workplace duration of 25 days weekly visits). Calculate cost per daily site visit (A) x number of weekly site Visit (B) = Total cost at D.	R	25 weekly site visits (5 weekly site visits X 5 project sites)	DON'T FILL HERE	R
4 Assessment: For all required assessments as per SETA prescripts. (Once off rate per learner). Calculate costs per person per day (A) x days (B) x total to be trained (C) = Total costs at D.	R	1 day	57	R
5 Moderation: Minimum 50% of total learners per SETA Regulation for internal moderation. (Once off rate per learner) Calculate costs per person per day (A) x days (B) x total to be trained (C) = Total cost at D.	R	1 day	13	R
6 Certification: For printing attendance or competency certificates per person. (Once off rate per learner). Calculate costs per person per day (A) x days (B) x total to be trained (C) = Total cost at D.	R	1 day	113	R
7 Overheads Costs (training related PPE, transport for staff, administrative costs, consumables and equipment): The equipment costs should be on a lease basis. No accommodation for staff/ learners is payable by DPWI. Calculate costs per person per day (A) x total to be trained (C) = Total costs at D.	R	DON'T FILL HERE	113	R
Subtotal 1 Subtotal for training costs (Add amounts at item 1, 2, 3, 4, 5, 6 & 7 above).	DO NOT FILL HERE			R

COVID-19 PPE (PERSONAL PROTECTIVE EQUIPMENT)				
ITEMS AND EXPLANATORY NOTES	RATE	DURATION (PER DAY/ WEEK/ MONTH)	QUANTITY	TOTAL COST FOR ALL LEARNERS = (A x B x C)

PRICING STRUCTURE: LEARNERSHIPS

TRAINING PROVIDER'S BUSINESS NAME:	
PROJECT NAME:	PROVINCE:
NUMBER TO BE TRAINED:	
SKILLS PROGRAMME TITLE:	QUALIFICATION ID:
NQF LEVEL:	ETQA:

TRAINING COSTS					
	ITEMS AND EXPLANATORY NOTES	(A) COST PER PERSON PER DAY	B DURATION	C TOTAL NO. TO BE TRAINED	(D) TOTAL COST FOR ALL LEARNERS = (A x B x C)
8	Cloth facial masks (woven, 3 layered with the inner layer non-woven), 2 coloured, washable, proper snugty fit. Calculate 2 pairs per learner once off for the course duration- theory and workplace. Remains with learners at the end of the training. Calculate costs per person per month (A) x quantity (C) = Total costs at D.	R	DON'T FILL HERE	2 masks per learner	R
9	Hand sanitizer (70% alcohol, 1 litre sanitizer in a spray bottle per day for the entire course duration of 36 days, administered at the entrance and exit points). Calculate costs per quantity (C) = Total costs at D.	R	DON'T FILL HERE	1 (One x 180 litres bottle i.e 1 litre per class per day) for the 36 days course duration).	R
10	Hand liquid Soap (One 1 Litre liquid soap per week per class placed in the toilet for a period of 7 weeks. Calculate cost per quantity (C) = Total costs at D.	DON'T FILL HERE	DON'T FILL HERE	1 (One x 100 litre liquid soap per class per week).	R
11	Infrared Thermometer: (Administered at entrance and exits) . One functional compliant infrared thermometer per class for the entire course duration. To be charged on a lease basis i.e. provider takes back at the end of the training. Calculate cost per quantity (C) = Total costs at D.	R	DON'T FILL HERE	5 i.e. (1 x 5 sites) functional infrared thermometer for the entire duration of training per class or sites).	R
12	Hand paper towel (disposable): 1 roll per week for 7 weeks of the training duration. Calculate the costs of one roll (A) x 7 weeks (B) = Total costs at (D).	R	DON'T FILL HERE	35 rolls i.e (5 rolls x 7 weeks per). 1 roll per class per weeks for the 36 days course duration).	R
Subtotal 2	Subtotal for COVID-19 PPE (Add amounts at item 8, 9, 10, 11 & 12 above).	DO NOT FILL HERE			R
LEARNERS ALLOWANCES					
13	Learners Allowances: Per person per training day (Daily) during theory and workplace training (Non-VAT). The monthly SETA regulated learner allowance amount to be divided by the number of training days to determine a daily rate at column A. The daily rate (A) will then be multiplied by the number of monthly training days (B) and the number of learners (C) to determine the total costs (D).	R 92.31	36	113	R 375,517.08
14	Learners allowance administration cost: 10% of the total allowances- at item 13 above.	DO NOT FILL HERE			R 37,551.71
Subtotal 3	Subtotal for item 13 & 14 above.	DO NOT FILL HERE			R 413,068.79
VAT	VAT (For VAT vendors only): 15% of items above except or excluding item 13 (Learner Allowance).	DO NOT FILL HERE			R

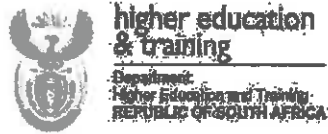
PRICING STRUCTURE: LEARNERSHIPS

TRAINING PROVIDER'S BUSINESS NAME:	
PROJECT NAME:	PROVINCE:
NUMBER TO BE TRAINED:	
SKILLS PROGRAMME TITLE:	QUALIFICATION ID:
NQF LEVEL:	ETQA:

TRAINING COSTS					
	ITEMS AND EXPLANATORY NOTES	(A) COST PER PERSON PER DAY	B DURATION	C TOTAL NO. TO BE TRAINED	(D) TOTAL COST FOR ALL LEARNERS = (A x B x C)
GRAND TOTAL	GRAND TOTAL (Add amounts for subtotal 1, 2 & 3 plus VAT (For VAT vendors only) = Overall cost at column D.	DO NOT FILL HERE			R

The training venue must be within 2, 5 kilometre, but not exceed 5 kilometre from the EPWP project sites for learners to be able to attend classes. Therefore, no additional transport and accommodation costs for learners should be charged. The total bid price to be carried to PA-32 form: Notice and invitation.

PROVIDER SIGNATURE:	DATE:
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**NATIONAL SKILLS FUND
CIRCULAR 11 of 2019/20**

**NATIONAL STATE OF DISASTER CORONA VIRUS (COVID-19): DIRECTIVES ON
PAYMENT OF LEARNER STIPENDS DURING THE NATIONAL LOCKDOWN PERIOD**

Background

Government and the nation at large have continued to monitor developments around the Corona virus "COVID-19". From the time of declaring COVID-19 as a national State of Disaster on the 15th March 2020 to the present moment, a raft of measures (guidelines, regulations) to try contain the spread of the virus have been implemented. In the assessment of Government such measures have remained insufficient and to this end Government has now taken the ultimate decision to put the country on ~~nation-wide~~ lockdown. In his address to the nation on the 23rd of March 2020, the President announced the following:

- 1) Confirmed cases of the virus continue to rise in South Africa at an alarming rate;
- 2) In response the National Coronavirus Command Council on COVID-19 has decided to enforce a nation-wide lockdown lasting for 21 days beginning at midnight 26 March and ending Thursday 16th April 2020.
- 3) During the lockdown all South Africans, except those exempted, are required to stay at home.

In the wake of these latest directives from Government, the National Skills Fund has revised its directives in respect of management of training on projects funded by the NSF. The revised directives for all categories of Skills Development Providers (SDPs) are as follows:

- 1) All training (classroom, workshop or workplace) must be suspended with immediate effect and all learners informed to stay at home as directed by the nation-wide lockdown.
- 2) Training will only resume on the 20th April 2020. SDPs are advised to assess the learning environment from the 17th to ensure it conforms to adequate health and

hygiene standards (cleaned, sanitised and sufficient support material) prior to learning resuming.

- 3) SDPs must continue to pay stipends to learners for the month(s) of the lockdown period.
- 4) SDPs must continue to work off-site to perform the administrative functions of the project these include payment of stipends, preparation of the required reports (including outstanding reports as well as a separate report on the stipends paid). SDPs are also encouraged to start compiling the necessary change requests in respect of any disruptions that may have been caused by the lockdown.
- 5) Once learning resumes, SDPs will be required to provide additional support in the learning environment to assist in curbing the spread of the COVID-19 pandemic. This learning support includes the provision of hand washing facilities, sanitizers, facemasks and COVID-19 information material. It will be strongly encouraged that SDPs spend time when learning sessions resume to convey appropriate messages for preventing the spread of COVID-19 virus.
- 6) The NSF through additional allocations to the approved NSF budget will accommodate the budget for the additional support measures indicated above. Expenditure on these support measures will be capped at R1 000.00 per learner per month and evidence of this expenditure will have to be provided for verification.
- 7) The NSF will consider time extensions to the overall implementation period of projects to accommodate any delays caused by the COVID-19 pandemic.
- 8) All on-site invoice verifications have been suspended until further notice. SDPs will be requested to submit reports (including supporting documents) via email and NSF project managers will be limited to desktop invoice verification.

Other Guidelines to SDPs during the lockdown period.

- 1) The NSF officials continue to work offsite during the lockdown period as such your dedicated project manager will be available on telephone, email or skype to support projects should a need arise;
- 2) All the conditions of the contract remain in force these include reporting as per the timelines of the contract.
- 3) However, given the period under which the lockdown is happening namely; end of the year for the NSF, SDPs are encouraged to support all their reports early preferably by the 3rd April 2020.

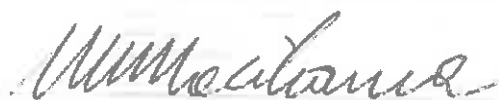
- 4) All reports and supporting evidence must be submitted electronically, The NSF has agreed to accept electronic signatures. The SDP and their respective NSF project manager need to finalise the reports and sign them electronically for submission to the NSF.
- 5) SDPs who have outstanding reports needs to submit these by the 31st March 2020.
- 6) Despite the events necessitated by the COVID-19 pandemic, government service delivery is meant to continue. As such SDPs are still required to comply with all reporting requirements as per MoA. These reports together with their supporting information need to be submitted electronically and the relevant NSF project manager will provide guidance on how to finalise them.

Effective date/applicability of the circular

This circular is effective immediately. Notwithstanding the proposed date, the NSF may issue further directives based on the country's assessment of the Covid-19 status.

We appreciate your understanding and assistance in this regard.

Kind regards



Mr MV Macikama

Executive Officer: NSF

Date: 25 March 2020

Enquiries

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Mr E Mashabane: E-mail: Mashabane.E@dhet.gov.za

Ms M Erra : E-mail: Erra.M@dhet.gov.za

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SKILLS PROGRAMME APPROVAL SUMMARY - MAY 2020 - Victim Empowerment DPWI GBV SP1

1	5	1		1	4	2			1	Skills Programme Registration Status	Skills Programme Registration Number if already registered	Skills Programme Title if already registered	Qualification Title where Skills Programme is sourced	Unit Standard Title	Unit Standard SAQA ID	Unit Standard NQF Level	Unit Standard Credits	Duration per Unit Standard	Total learners	Total clustered learners	Comments per Skills Programme			
Province	EPWP Reporting System Project Name	Sector Name	Sector Sub-Programme	EPWP Reporting System Project Profile ID	Public Body	Local Municipality	District Municipality	Main Town	Project Physical Address	SETA Name														
Mpumalanga	Arepheleng HBC	Social	Home Community Based Care	71977	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	0137 Manyebetwane /Macothobolong	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Demonstrate an understanding of prevention programmes in Victim Empowerment	120076	4	4	5	23	69	Dr JS Moroka LM and Thembisile Hani LM clustered together (71977,71982 and 71983)		
Mpumalanga	Arepheleng HBC	Social	Home Community Based Care	71977	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	0137 Manyebetwane /Macothobolong	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Provide interventions in gender violence	120082	4	8	10					
Mpumalanga	Arepheleng HBC	Social	Home Community Based Care	71977	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	0137 Manyebetwane /Macothobolong	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Read analyse and respond to a variety of texts	8975	4	5	6					
Mpumalanga	Arepheleng HBC	Social	Home Community Based Care	71977	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	0137 Manyebetwane /Macothobolong	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Conduct a basic community needs assessment	110053	4	12	15					
Mpumalanga	Positive living HBC	Social	Home Community Based Care	71982	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	2200 Siyabuswa A, Maqhawe Street	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Demonstrate an understanding of prevention programmes in Victim Empowerment	120076	4	4	5	23				
Mpumalanga	Positive living HBC	Social	Home Community Based Care	71982	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	2200 Siyabuswa A, Maqhawe Street	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Provide interventions in gender violence	120082	4	8	10					
Mpumalanga	Positive living HBC	Social	Home Community Based Care	71982	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	2200 Siyabuswa A, Maqhawe Street	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Read analyse and respond to a variety of texts	8975	4	5	6					
Mpumalanga	Positive living HBC	Social	Home Community Based Care	71982	MP Health	Dr J S Moroka	Nkangala	Siyabuswa	2200 Siyabuswa A, Maqhawe Street	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Conduct a basic community needs assessment	110053	4	12	15					
Mpumalanga	Thuthukani Home Based Care	Social	Home Community Based Care	71983	MP Health	Thembisile Hani	Gert Sibande	Siyabuswa	284 Tweefontein D	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Demonstrate an understanding of prevention programmes in Victim Empowerment	120076	4	4	5	23				
Mpumalanga	Thuthukani Home Based Care	Social	Home Community Based Care	71983	MP Health	Thembisile Hani	Gert Sibande	Siyabuswa	284 Tweefontein D	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Provide interventions in gender violence	120082	4	8	10					
Mpumalanga	Thuthukani Home Based Care	Social	Home Community Based Care	71983	MP Health	Thembisile Hani	Gert Sibande	Siyabuswa	284 Tweefontein D	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Read analyse and respond to a variety of texts	8975	4	5	6					
Mpumalanga	Thuthukani Home Based Care	Social	Home Community Based Care	71983	MP Health	Thembisile Hani	Gert Sibande	Siyabuswa	284 Tweefontein D	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Conduct a basic community needs assessment	110053	4	12	15					
Mpumalanga	Isiphephelo HBC	Social	Home Community Based Care	71946	MP Health	Govan Mbeki	Gert Sibande	Secunda	23146 EXT 21, Mahlambanyathi Street, Embalenhle	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Demonstrate an understanding of prevention programmes in Victim Empowerment	120076	4	4	5	22	44	Govan Mbeki LM and Msukalligwa LM clustered together (71946 and 71947)		
Mpumalanga	Isiphephelo HBC	Social	Home Community Based Care	71946	MP Health	Govan Mbeki	Gert Sibande	Secunda	23146 EXT 21, Mahlambanyathi Street, Embalenhle	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Provide interventions in gender violence	120082	4	8	10					
Mpumalanga	Isiphephelo HBC	Social	Home Community Based Care	71946	MP Health	Govan Mbeki	Gert Sibande	Secunda	23146 EXT 21, Mahlambanyathi Street, Embalenhle	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Read analyse and respond to a variety of texts	8975	4	5	6					
Mpumalanga	Isiphephelo HBC	Social	Home Community Based Care	71946	MP Health	Govan Mbeki	Gert Sibande	Secunda	23146 EXT 21, Mahlambanyathi Street, Embalenhle	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Conduct a basic community needs assessment	110053	4	12	15					
Mpumalanga	The Light of Life Home Based Care	Social	Home Community Based Care	71947	MP Health	Msukalligwa	Gert Sibande	Ermelo	262 Siqobile A, Community Clinic	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Demonstrate an understanding of prevention programmes in Victim Empowerment	120076	4	4	5	22				

SKILLS PROGRAMME APPROVAL SUMMARY - MAY 2020 - Victim Empowerment DPWI GBV SP1

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Mpumalanga	The Light of Life Home Based Care	Social	Home Community Based Care	71947	MP Health	Msukallgwa	Gert Sibande	Ermelo	262 Siqobile A, Community Clinic	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Read analyse and respond to a variety of texts	8975	4	5	6			
Mpumalanga	The Light of Life Home Based Care	Social	Home Community Based Care	71947	MP Health	Msukallgwa	Gert Sibande	Ermelo	262 Siqobile A, Community Clinic	HWSETA	Registered	HW/SP/200601	Gender Based Violence Skills Programme 1	Further Education and Training Certificate: Victim Empowerment Co-ordination	Conduct a basic community needs assessment	110053	4	12	15			