GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

Page 1 of 4

BID NUMBER	GT/GDSACR/060/2026
BID DESCRIPTION	ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED SERVICE PROVIDERS TO RENDER TRAINING PROGRAMMES FOR THE DEPARTMENT OF SPORT ARTS CULTURE AND RECREATION FOR A FIXED PERIOD OF 36 MONTHS

CUSTOMER DEPARTMENT	DEPARTMENT OF SPORT ARTS CULTURE AND RECREATION
CUSTOMER INSTITUTION	

BRIEFING SESSION	**Y**	☐	**N**	✔	**SESSION COMPULSORY**		**Y**	☐	**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**	☐	**N**	✔
BRIEFING VENUE					**DATE**		**TIME**			
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	✔	**DATE**		**TIME**			
SITE INSPECTION ADDRESS										

TERM AGREEMENT CALLED FOR?	**Y**	☐	**N**	☐	**TERM DURATION**	36 MONTHS

CLOSING DATE	22 JANUARY 2027	**CLOSING TIME**	11:00

TENDER BOX LOCATION
MAYIBUYE BUILDING 5 HOLLARD STREET

NOTES

THE TENDER BOX IS OPEN ☐

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consist of one Section (Section 1). This section must be submitted clearly marked with the Tender Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART A
INVITATION TO BID

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	DEPARTMENT OF SPORT ARTS CULTURE AND RECREATION
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	sacrscmenquiries@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	DEPARTMENT OF SPORT ARTS CULTURE AND RECREATION
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	Boikanyo.Tlhaole@gauteng.gov.za and Dineo.Mdlalose@gauteng.gov.za

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

GAUTENG PROVINCE
SPORT, ARTS, CULTURE AND RECREATION
REPUBLIC OF SOUTH AFRICA

CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.
By signing this form, you give consent to your personal information being processed by the Gauteng Department of Sport, Arts, Culture and Recreation. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

_____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Sport, Arts, Culture and Recreation operational requirements and for purposes of complying with its policies, procedures, and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ _____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.

7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1.

8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.

9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the period that it may be so required.

10. With my signature below, I do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at ..... on this ..... day of .....20……

…..... ……..

Name of data subject/ designated person Signature

…… ……..

Name/Surname/Dept of Responsible Party Signature

Date:

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	INSTRUCTION TO BIDDERS	Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/GDSACR/060/2026	**CLOSING DATE**	22 JANUARY 2027
VALIDITY OF BID	120 days	**CLOSING TIME**	11:00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**		**N**		**SERVICE BASED**	**Y**		**N**		**VALUE BASED**	**Y**		**N**	
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**		**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES		NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	**Page: 3 of 3**

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the Tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
1. Profile and Capacity of the Organisation	30
1.1. Professional experience of the company	10
1.2. Training company capacity	20
2. Project Plan outlining implementation process and the lead time to be undertaken in the training programme from start to finish.	30
3. Outline the training methodology and platforms	20
4. References	20

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation,

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

GAUTENG PROVINCE
SPORT, ARTS, CULTURE AND RECREATION
REPUBLIC OF SOUTH AFRICA

ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED SERVICE PROVIDERS TO RENDER TRAINING PROGRAMMES FOR THE DEPARTMENT OF SPORT ARTS CULTURE AND RECREATION FOR A FIXED PERIOD OF 36 MONTHS

1. BACKGROUND

The Gauteng Department of Sport, Arts, Culture and Recreation (herein after referred to as the Department), provides annual capacity-building and technical training for administrators, technical officials, coaches, and athletes across schools, hubs, and clubs to foster provincial sporting excellence and social cohesion.

The target organisations are the following, amongst others:

- Schools and community-based hubs.
- Local sports clubs and regional federations.
- District and provincial sport councils.
- Educators.
- Clubs.
- Community Arts Centres.
- Community Theatres.
- Federations.
- Sport Councils.
- Community-based organisations.
- Contract workers.
- Government officials.

2. APPLICABLE STATUTORY AND REGULATORY DOCUMENTS, BUT NOT LIMITED TO THE FOLLOWING:

- The Constitution of the Republic of South Africa Act,1996 (Act No.108 of 1996), section 217
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- Treasury Regulations 16A
- Open Tender Framework, 2019
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended

3. SCOPE OF WORK

The Department intends to establish a panel of prequalified training providers to facilitate and coordinate training programmes as part of the implementation of the Department's skill development programme. The appointed service providers must be accredited with:

a) South African Quality Council for Trades and Occupations (QCTO).
b) Relevant Sector Education and Training Authority (SETA).

The appointed service providers must deliver skills programmes that are aligned with, approved under and/or accredited in accordance with the National Qualifications Framework (NQF) by the South African Qualifications Authority (SAQA). Service providers must offer both accredited and non-accredited training.

Bidders must prove active/valid accreditation and meet public sector supply chain management (SCM) rules.

4. SKILLS, EXPERIENCE AND MANAGEMENT

The skills and experience required from bidders are as follows:

a) Sufficient experience in facilitating sport and recreation training programmes.
b) Must demonstrate the capacity to complete the work under tight timeframes.
c) Must demonstrate the ability to meet the demand.
d) Must indicate the courses/training they are accredited to provide and facilitate.
e) Facilitators provide CVs with learning using a variety of given methodologies: SAQA US ID 117871

5. DELIVERABLES

The training initiative should incorporate the following components that must be contained in all the different training of credit bearing courses:

a) Training services throughout Gauteng province.
b) Development of selection criterion in keeping with training pre-requisites as set by QCTO the accredited SETAs.
c) Supply all training material.
d) Two (2) copies of manuals for the client (end-user).
e) Present a comprehensive project plan outlining implementation process and the overall hours to be undertaken in the training programme (from start to end).
f) Provision of quality measurement system (QMS) - and Quality Assurance of programs.
g) Provide example of Portfolio of Evidence (PoE) framework which learners must develop upon completion of the training programme.
h) Provide a comprehensive post training support plan.
i) Facilitate the process of the competency testing.
j) A comprehensive training report to be submitted within five (5) days after conducting the training and should including the following:
    - A signed narrative report.
    - A detailed database of the learners.
    - Copies of signed attendance registers.
    - Copies of learner evaluation forms.
    - Report on POE submission signed

6. GEOGRAPHICAL AREAS TO BE SERVICED BY THIS CONTRACT

The Gauteng Province consists of the following five (5) **REGIONS:**

a) Sedibeng (South Region)
b) Tshwane (North Region)

c) Johannesburg (Central Region)
d) West Rand (West Region)
e) Ekurhuleni (East Region)

The appointed service providers must be capable of rendering training services across all the areas as indicated above.

7. CONTRACT DURATION

The term of this contract is **36 months** from the date as will be specified on the Service Level Agreement (SLA) that will be signed between the Department and the appointed service providers**.**

8. SERVICE LEVEL AGREEMENT

The successful bidders will be required to sign a **SERVICE LEVEL AGREEMENT** (SLA) setting out the terms and conditions of contract as per service, and General Service Contract.

9. FINANCIAL ARRANGEMENTS

In terms of Treasury Regulations, the Department cannot make advance payments. Payments will be made only upon work done.

10. SUB-CONTRACTING

a) All subcontracting should be in line with the preferential procurement policies of government.
b) Sub-contracting agreements should be always adhered to.

11. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022:

Stage 1A: Mandatory administrative compliance
Stage 1B: Functionality evaluation
Stage 1C: Presentation

STAGE 1A: MANDATORY ADMINISTRATIVE EVALUATION

Mandatory administrative compliance assessment will be carried out on all the qualifying bids received. The under mentioned documentation must be submitted with the proposal, failing which such a bid will be eliminated from any further evaluation.

a) A fully completed and duly signed bid document (Section 1) and fully completed and duly signed Standard Bidding Documents (SBD) forms. **Where information is not applicable, indicate N/A and do not leave it blank.**

b) In case of a Joint Venture (JV), Consortium, Trust, or Partnership, a signed teaming agreement is required, share certificates where applicable, signed by all the parties to the agreement, and the lead company must be specified.

c) Bidders are required to submit a duly completed and signed GPG Integrity Pack for Businesses form

Bids that do not comply with the above criteria will not be shortlisted for further evaluation.

NOTE: Additional documents:

If the documents below are not submitted with the bid, the Department may request the bidder to submit when required.

a) Proof of registration on the National Treasury Central Supplier Database (CSD) e.g. CSD summary report.
b) Valid Tax Compliance Status (TCS) verification pin.
c) Bidders audited or independently reviewed or independently compiled annual financial statements (AFS) financial statements for the last two years from closing of the tender. If the bidder is a new entity or was a dormant entity within the past two years, a letter of declaration from the bidder's accounting officer.
d) Company Registration Certificate (CIPC).
e) BBBEE certificate SANAS Accredited or sworn affidavit for EME and QSE. (Annexure B)

NB: Additional documents <u>must</u> be provided within seven working days of being requested by the Department. Failure to submit/comply will disqualify the bidder.

<u>STAGE 1B: FUNCTIONALITY (PAPER-BASED) EVALUATION</u>

A bidder that scores less than **70** points out of **100** points in respect of **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who will meet the minimum functionality score (paper-based evaluation) will be shortlisted for stage 1C site visit evaluation.

The documents below are necessary for the functionality evaluation. If the documents are not submitted with the bid, the bidder will lose the points.

a) Company profile with list and details of previous work done.
b) Reference letters from previous clients whom the company has worked with in relevance to training.
c) An organisational structure of the company of the bidder. CVs of all the employees submitted for evaluation should also be attached.
d) Project Plan with the Implementation process and lead times.
e) Platforms of trainings.
f) Registration with the relevant SETA on accredited courses offered.

Functionality evaluation will be based on the following criteria:

CRITERIA	DETAILS	POINTS
1. Profile and Capacity of the Organisation	**1.1 <u>Professional experience of the company</u>** The number of years will be verified on the company's registration documents and profile. Bidder to specify these in the company profile. Number of years in business: i. Less than 1 year (**0 points)** ii. 1 to 3 years **(3 points)** iii. 3 to 5 years **(5 points)** iv. More than 5 years up to 7 years **(7 points).** v. More than 7 years **(10 points)**	**10**
	1.2 <u>Training company capacity</u> The bidder must provide a detailed organisational structure as proof of capacity, including the CVs of the employees submitted for evaluation. Size of the company (number of employees), including: **Training Facilitators (6 points)** i. At least 2 training facilitators **(4 points)**. ii. 3 or more training facilitators **(6 points)**. **Project Managers (4 points)** iii. 1 Project Manager **(2 points)** iv. 2 or more Project Manager **(4 points)** **Administrators (4 points)** v. 1 Administrator **(2 points)** vi. 2 or more Administrators **(4 points)** **Other specialists (6 points)** vii. Other specialists **(2 points** per specialist, but not more **than 6 points).**	**20**

2. Project Plan outlining implementation process and the lead time to be undertaken in the training programme from start to finish.	Provide a Project Plan to show how a project will be implemented from time of appointment to close of project. The minimum components that should be covered by the Project Plan include but are not limited to the following: i. No Project Plan attached **(0 points)** ii. How the initiation meetings are handled **(2 points)** iii. Data base capturing **(4 points)** iv. Reporting on project milestones **(4 points)** v. Feedback after completion of the training programme **(2 points)** vi. Learners' support provided **(2 points)** vii. Corrective action measures **(2 points)** viii. Training schedule **(6 points)** ix. Close out report time frames and format **(6 points)** x. Example of training feedback form **(2 points)**	**30**
3. Outline the training methodology and platforms	**<u>Training methodology and platforms</u> (20 points)** The methodology should demonstrate that there is a structured approach to achieving the required training outcomes. The bidder(s) must submit a comprehensive training methodology outlining the proposed approach to the planning, preparation, delivery, assessment and evaluation of the training. The methodology must include, but not be limited to, the following: i. Training approach. The approach to delivering the training, including whether it will be face-to-face, online, practical or blended (**4 points**) ii. Training methods to be used, such as presentations, workshops, group discussions, case studies, simulations and practical exercises. **(4 points)** iii. Practical application. How participants will be given opportunities to apply the knowledge and skills acquired during training. **(4 points)** iv. Assessment and Evaluation. The methods used to assess participants' understanding and measure whether the training objectives have been achieved. **(4 points)** v. Certification. The process for issuing certificates to participants who meet the required completion criteria, where applicable. **(2 points)** vi. Any additional components. **(2 points)**	**20**

References	**<u>References / Reputation</u>** **List the training related projects/work delivered. Attach reference letter(s) for project done.** i. 1 to 2 projects **(4 points)** ii. 3 to 5 projects **(10 points)** iii. 6 to 10 projects **(15 points)** iv. 11 or more projects **(20 points)** **NB: Reference letters <u>must</u> meet the following requirements. Failing which the reference letter will be regarded as invalid.** a. Signed and dated by client. b. On the client's letterhead. c. State the value of project. d. State projects start and completion date. e. Accompanied by the appointment letter, or purchase order (PO) or completion certificate.	**20**
Total		**100**
Minimum Threshold		**70**

Any bidder who does not meet the minimum threshold of **75 points** will be eliminated and will not be considered for further evaluation.

STAGE 1C: PRESENTATION

The Department will invite all bidder/s who meet the minimum threshold of **70** as set out in the functionality evaluation criterion (STAGE 1B) to make a presentation.

The evaluation of the presentation will be based on the criteria below.

CRITERIA	COMMENT	POINTS
1. Verification of the existence of an office and/or the location of operation	i. Proof of legal use of office space /ownership of the premises. The bidder(s) to submit municipality account or proof of lease agreement. The lease agreement must be signed by both parties. **(4 points)** ii. No proof **(0 points)**	**4 POINTS**

2. Presentation on the Project Plan and Training Methodology	The bidder(s) must use a scenario of training they have successfully delivered in the past to demonstrate how the proposed methodology will ensure that the training objectives are achieved and that participants acquire the required knowledge and skills. The presentation will be evaluated on the following: i. A detailed training approach and delivery method. **(2 points)** ii. A comprehensive training programme and schedule. **(2 points)** iii. The proposed training methods and techniques to be utilised. **(2 points)** iv. Details of the training materials and resources to be provided. **(2 points)** v. The qualifications and experience of the proposed facilitators. **(2 points)** vi. The approach to practical exercises and application of knowledge. **(2 points)** vii. The assessment and evaluation methods to measure learning outcomes. **(2 points)** viii. The process for monitoring attendance, participation and training progress. **(2 points)** ix. The proposed reporting mechanisms and submission of training reports. **(2 points)** x. The arrangements for issuing certificates of completion, where applicable. **(2 points)** xi. The proposed post-training support and skills transfer approach. **(2 points)**	**22 POINTS**
3. Sample material / manuals	i. Provide samples of manuals used for the training in the scenario above. **(4 points)** ii. No manuals **(0 points)**	**4 POINTS**
TOTAL		**30**
Minimum Threshold		**22**

Any bidder who does not meet the minimum threshold of **22 points** will be eliminated and will not be considered any further. Bidders who meet the minimum threshold will be appointed to the panel according to the qualifying training.

12. INSTRUCTIONS FOR THE PROPOSAL

i. This invitation to bid does not constitute an offer but intends to provide enough information for the preparation and submission of comparable proposals by the bidders.

ii. The Department requires a clear, concise and factual response. Bidders shall consult, **in writing**, with the Department officials responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid during the briefing session.

iii. Proposals must be compiled in the following manner:
- Clear indexing of the proposal content must be included. One (1) original copy must be submitted.
- One (1) electronic copy on USB must be submitted.

iv. All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:

- Name of Bidder
- Bid number
- Description of proposal
- Closing date

v. In the case of Joint Ventures, proposals must contain:

- Teaming Agreements
- Share certificates where applicable
- Proposed revenue split and,
- Consolidated B-BBEE status and proof of CSD registration for all members of the Joint Venture

vi. The Bidder will be liable for all costs incurred in response to this request.

vii. The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the Department before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

viii. Proposals submitted after the specified closing date and time will not be considered.

13. TERMS AND CONDITIONS

i. The successful bidder/s will have to enter into a service level agreement (SLA) with the Department.
ii. This invitation to bid or any part thereof may be incorporated into and made part of such an agreement. The Department shall not incur any obligation or liability towards the selected bidder(s) until a written contract has been signed by the duly authorised Department's representative(s) and the bidder(s).
iii. The Department reserves the right to appoint more than one service provider.

iv. In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference (TOR).
v. The successful bidder(s) cannot cede the contract to any other service provider after appointment.
vi. Appointment of service providers does not affirm or guarantee business to the panel of service providers, but rather is the provision of an opportunity within the panel to participate in any bids that the department may issue during that period of 36 months.

14. PENALTIES AND WARRANTIES

i. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the Department.

ii. The Department reserves the right to reject work that does not meet the required standard and engage a different service provider/s to complete the work.

iii. The State reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

iv. Should any audit or inspection reveal that the service provider has not complied with any of the terms of the contract, he/she/they will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the Department associated with such non-compliance.

v. The Department has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service, provided that the Department serves the service provider with a thirty (30) days written notice for termination of contract in the case of non-performance.

15. PROJECT ALLOCATION PROCEDURE

Once the service providers are listed on the panel, the standard procedure will be as follows:

i. Requests for Quotations (RFQ) will be invited from relevant service providers in the panel. However, preference will be given to those within the corridor or nearest one from where the services are needed, in support of the localisation objectives.
ii. Competitive offers will be evaluated on the 80/20 basis, i.e. Price (80 points) and Preference points (20 points) based on specific goals.
iii. Proof of valid relevant SETA accreditation will be required for every transaction, and the validity thereof will be verified with the relevant SETA before appointment.
iv. Evaluation and adjudication of bids in line with the SCM Policies and prescripts.
v. The bidder with the highest points will be issued with a Purchase Order (PO) or Appointment Letter.

vi. Acceptance letter by the service provider, in case of non-acceptance the award will be made to the second highest point scoring bidder.

Please note: For each RFQ, the Department will determine the applicable specific goal(s) and allocate the available 20 preference points in accordance with the approved SCM Policy and Preferential Procurement Regulations, 2022

NO	TARGETED GROUPS	PREFERENCE POINTS FOR SPECIFIC GOALS 80/20
1	Enterprises that are in the Township /Informal settlement/ Hostel (TISH) within the corridors of Gauteng Province	20
2	Enterprises that are more than 51% owned by **Females**	20
3	Enterprises that are more than 51% owned by **Persons with disabilities**	20
4	Enterprises that are more than 51% owned by **Youth**	20
5	Enterprises that are more than 51% owned by **Military veterans**	20
6	Enterprises that are more than 51% owned by **Blacks**	20

BELOW IS THE VERIFICATION EVIDENCE REQUIRED

SPECIFIC OBJECTIVE/S	EVIDENCE REQUIRED
Enterprises that are in the Township /Informal settlement/ Hostel (TISH) within the corridors of Gauteng Province	▪ Up to date CSD report ▪ Rates and taxes from the Municipality or Proof of residence from the Municipality. ▪ CIPC report
Historically Disadvantaged Individuals (HDI): ▪ Race - Black ▪ Women ▪ Persons with disabilities	▪ Up to date CSD report ▪ Valid BBBEE Certificate/Sworn Affidavit ▪ Medical Certificate and confirmation on CSD for persons with disabilities
Youth	▪ Up to date CSD report
Military Veterans	▪ Up to date CSD report ▪ Certificate or confirmation from Organisation of Military Veterans

ANNEXURE A: SPORT AND RECREATION ACCREDITED

TRAINING CATEGORIES	SKILLS PROGRAM NUMBER	NQF LEVEL	CREDITS	SELECT
Project Management	▪ Project Admin/120376 ▪ Project Monitoring and Evaluation /120387	4	▪ 120376 | 6 Credits ▪ 120387 | 4 Credits	
Sport Event Management	SPO/EVMAN/5/0072	4	46 Credits	
Finance for Non-Financial Managers in Sport	SPO/FINMAN/5/0074	4	26 Credits	
Sport Club Administration	SPO/CLUBADM/4/0085	4	54 Credits	
Further Education and Training: Community Recreation	National Certificate in Generic Management REC/RECRLEAD/4/0087	4	38 Credits	
Therapeutic Recreation	Occupationally Directed Education and Training and Development 50334	5	12 Credits	
First Aid Level 1	HWSETA accreditation	0	SAQA 119597	
First Aid Level 2	HWSETA accreditation	0	SAQA 119597	
Basic Emergency First Aid Responder	QCTO accreditation	2	2 Credits	
Intermediate Emergency First Aid Responder	QCTO accreditation	3	Credits	
Advanced Emergency First Aid Responder	QCTO accreditation	4	13 Credits	
Facilitation Training	SPO/FAC/117871	4	10 Credits	
Group Exercise Instructor Training Pilates Mat Instructor Yoga Instructor	▪ US ID: 243297 ▪ US ID10222 REPSSA CPD Points: 20	4	15 Credits	
Adventure Recreation (ARA Level 1-3)	Generic Adventure Site TG/ADVSITEGD/4/0080	4	10 Credits	
Managers Sport Facilities	254461	5	08 Credits	
Safety and Risk Management in Sport	10208	5	05 Credits	
Further Education and Training Certificate: Performing Arts	48808	4	06 Credits	

Applying Administrative skills and knowledge in a Sport Organisation	US ID: 243298	4	06 Credits	
Develop and Organise sport programmes	US ID: 243302	4	06 Credits	
Basic Recreation	REC/RECRLEAD/4/0087	5	38 Credits	
Community Recreation Leader Award	National Certificate in Generic Management 61594	4	59 Credits	

ANNEXURE B: SPORT AND RECREATION ACCREDITED

LP ID	LEARNING PROGRAMME TITLE AND QUALIFICATIONS	NQF LEVEL	SELECT
67697	Further Education and Training Certificate: Sport Administration	4	
10140	Apply a range of project management tools	4	
64470	Further Education and Training Certificate: Event Support	4	
76992	Further Education and Training Certificate: Community Recreation Development: Sports	5	
48808	Further Education and Training Certificate: Performing Arts	4	
58163	Further Education & Training: Community Recreation	4	
60289	Further Education & Training: Community Recreation	5	
97146	Further Education & Training: Community Recreation	6	
65569	Adventure Based Learning	4	
23374	National Certificate: Fitness	5	
21660	National Certificate: Generic Project Management	4	
58395	National Certificate: Generic Project Management	5	

ANNEXURE C: REPPSA CPD AND NON-ACCREDITED SPORT AND RECREATION TRAINING

The following training does not offer any credits, only certificates of attendance.

TRAINING CATEGORIES	DURATION	SELECT
Club Smart (Tool kit)	2 days	

School Sport Smart (Tool Kit)	2 days	
Life skills	2 days	
Safety at Sport and Recreation Events ACT	1 day	
Sport Team Management Training	1 day	
Minute Taking and Report writing	1 day	
COVID – 19 Compliance Officer	1 to 2 days	
Pilates Mat Instructor	8 to 10 days	
Yoga Essentials	8 to 10 days	
Community Recreation	5 days	
Therapeutic Recreation	4 days	
Recreation Activities for the Elderly	2 days	
Fundraising	1 day	
Fitness Instructor REPSSA CPD Points:20	10 days	
Strapping	1 day	
Indigenous Codes	2 days	

ANNEXURE D: SPORTING CODE SPECIFIC TRAINING

CODE	TRAINING	SELECT
Athletics	Coaches: National Level 1 and 2	
	Technical Officials	
Netball	Coaches: NSA pre-level Coaches: NSA Level 1 Coaches: NSA Level 2 Coaches: NSA PCD	
	Umpires: Level 1 – 3 Technical Officials: NSA Level 1	
Football	Coaches: SAFA Level, D, C, B, A	
	Technical Officials	
Rugby	Boksmart: Rugby Safety; SA Rugby Accredited (Coaches and Match Officials)	
	Coaches: World Rugby Level 1, 2 and 3.	
	Technical Officials: World Rugby Level 1 and 2	

Swimming	Coaches: Level 1 Learn to Swim Instructor	
	Technical Officials	
Boxing	Coaches	
	Technical Officials	
Table Tennis	Coaches Training	
	Technical Officials training	
Hockey	Technical Officials Coaches	
Gymnastics	Technical Officials Coaches	
Tennis	Technical Officials Coaches	
Chess	Technical Officials Coaches	
Basketball	Technical Officials Coaches	
Volleyball	Technical Officials Coaches	
Softball	Technical Officials Coaches	
Cricket	Coaches: ▪ Mini- Cricket and Orientation ▪ Level 1 -3 Scorers: Level B, C and D Umpires: ▪ Refresher ▪ Level 1- Basic entry Level 2 and 3	
Indigenous Games	▪ Technical Officiating ▪ Coaching	

Note: The training components will cover a variety of **sporting codes** and will be carried out in conjunction with the following programmes as being delivered by the Department:

i. School Sport
ii. Recreation
iii. Sport Development
iv. Competitive Sport

ANNEXURE E: CREATIVE ARTS

CODE	TRAINING	SELECT
Drama	Arts and Culture Development Support (Script writers, directors and Producers)	
	Choreographers	

Course Title: Teacher Training Programme.	Creative Arts Educators (Level 3)	
	Creative Arts Facilitators (Level 3)	

Note: The training components will cover a variety of **performing arts genres** and will be carried out in conjunction with the following programmes as being delivered by the Department:

i. Art in Schools
ii. Creative Communities
iii. Creative Clusters
iv. Community Arts Centres
v. Creative Arts
vi. Creative Industries

ANNEXURE F: ARCHIVES AND RECORDS MANAGEMENT

SAQA ID	DESCRIPTION	NQF LEVEL	SELECT
64069	Archives and Records Management	4	
259437	Statutory and legislative requirements on records management and archives	4	
259440	Store, preserve and conserve records throughout their life cycle	4	
259441	Arrange, describe and compile lists of Records to make them accessible to users	4	
259442	Conduct an information/records audit	4	
259457	Make records or information available to customers	4	
259458	Interpret classification systems in order to organise, retrieve and dispose of records	4	
259477	Demonstrate knowledge of concepts, terminology and ethics applicable to archives and records management	4	
86446	Higher Certificate in Archives and Records Management	5	
242866	Identify, operate and maintain the records management system in a Public Sector organization	3	

Note: For administrative purposes, these are the requirements:

- QCTO and SETA Accredited Certificates
- Facilitator with Archives or Records Management Qualification NQF Level 6/7 and above.
- Accreditation by QCTO and the relevant SETAs to facilitate
- Laptop and Projector

ANNEXURE E: HERITAGE

COURSE NAME	SAQA ID	NQF LEVEL	CREDITS	SELECT
Certificate In Graphic Design and Digital Marketing	124915	5	120	
Brand Communication and Management	120181	6	360	
National Certificate: Design Technology (Arts, Craft and Design)	60509	5	121	
Business in the Creative Industries	94705	5	120	
Digital Art	124710	5 - 6	120 – 360	
Further Education and Training Certificate: Performing Arts	48808	4	150	
Further Education and Training Certificate: Music Production	65029	4	159	
National Certificate in Live Event Technical Production	48669	4	147	
Further Education and Training Certificate: Core Creative Writing	117600	4	5, entry level	
Further Education and Training Certificate: Drama	48808	4	150	
Further Education and Training Certificate: Screenwriting	243971	4	4, entry level	

ANNEXURE F: GENERAL

TRAINING CATEGORIES	SKILLS PROGRAM	NQF LEVEL	CREDITS	SELECT
Arts and Culture Development and Management	Arts and Culture Development and Management	5	120-190	
Sports Management/Recreation Training	Sports Management/Recreation Training	5	120-90	
Training and Development Practitioner	Skills Development Facilitator	5	120-190	
Record Management Training	Records Management	5	120-190	

ITIL 4 - Drive Stakeholder Value ITIL 4 Managing Professional Certifications AZ -900 Azure Fundamentals Cobit19 Governance Implementation ComTIA Security + Implementation	COBIT 19	4	20-60	
Talent Management	Talent Management	5	120-190	
Emotional Intelligent Time and Conflict Management Leadership Management	Leadership Skills Programme	4	20-60	
Cleaning services and Interpersonal Skills	Cleaning Services	3	35	

ANNEXURE G: SETA LISTS

Bidders must have the requisite accreditation from the relevant SETA. Below is the list of all SETAs.

a. Culture, Arts, Tourism, Hospitality and Sport Sector Education and Training Authority (CATHSSETA).
b. Education, Training and Development Practices Sector Education and Training Authority (ETDP SETA).
c. Energy and Water Sector Education and Training Authority (EWSETA).
d. Finance and Accounting Services Sector Education and Training Authority (FASSET).
e. Food and Beverage Manufacturing Industry Sector Education and Training Authority (FoodBev SETA).
f. Health and Welfare Sector Education and Training Authority (HWSETA).
g. Insurance Sector Education and Training Authority (INSETA).
h. Media, Information and Communication Technologies Sector Education and Training Authority (MICT SETA).
i. Public Service Sector Education and Training Authority (PSETA).
j. Safety and Security Sector Education and Training Authority (SASSETA).
k. Services Sector Education and Training Authority (SSETA).
l. Transport Education Training Authority (TETA).
m. Wholesale and Retail Sector Education and Training Authority (W&RSETA).

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

[TICK APPLICABLE BOX]

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	