



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

[0890pp

<b>DEPARTMENT</b>	DEPARTMENT OF HUMAN SETTLEMENTS
<b>TENDER DESCRIPTION</b>	ESTABLISHMENT OF A PRE-APPROVED LIST OF THE ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
<b>TENDER NUMBER</b>	HLA 4/2/4-2025/03

<b>BRIEFING SESSION</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<b>SESSION COMPULSORY</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>BRIEFING</b>	<b>VENUE</b>	MICROSOFT TEAMS		<b>TIME</b>	11H00
	<b>DATE</b>	14 NOVEMBER 2025			

<b>CLOSING DATE</b>	28 NOVEMBER 2025
<b>CLOSING TIME</b>	11H00
<b>VALIDITY PERIOD</b>	120 DAYS

**Notes:**

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



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

Tender Number	Service	Briefing Session	Closing Date
<b>HLA 4/2/4-2025/03</b>	Establishment of a pre-approved list of the accredited training service providers for a period of thirty-six (36) months.	<p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on <b>14 November 2025 @ 11h00</b>.</p> <p>For all bidders who are interested to attend the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to <a href="mailto:Nkele.Maleka@gauteng.gov.za">Nkele.Maleka@gauteng.gov.za</a> and <a href="mailto:Magness.Ndawo@gauteng.gov.za">Magness.Ndawo@gauteng.gov.za</a> or <a href="#">Join the meeting now</a></p>	<p><b>Date: 28 November 2025</b>  <b>Venue: Department of Human Settlements Nevada Building 4<sup>th</sup> Floor, 68 Voortrekker Street Alberton 1401</b></p>

Documents can only be downloaded from the Treasury website from: <http://etenders.gauteng.gov.za/Pages/Home.aspx> from **07 November 2025**. Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 4<sup>th</sup> Floor Nevada Building, 68 Voortrekkers Street, Alberton no later than 11:00 on or before the stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to [infoqdhustenders@gpgoonline.onmicrosoft.com](mailto:infoqdhustenders@gpgoonline.onmicrosoft.com) and copy [Trudy.Malebye@gauteng.gov.za](mailto:Trudy.Malebye@gauteng.gov.za) Any other enquiry related to the bid process may be directed in writing for attention to Ms Nkele Maleka and Mr Magnes Ndawo at [Nkele.Maleka@gauteng.gov.za](mailto:Nkele.Maleka@gauteng.gov.za) and [Magness.Ndawo@gauteng.gov.za](mailto:Magness.Ndawo@gauteng.gov.za) The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

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



## **GAUTENG PROVINCE**

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

### **IT IS A CONDITION OF BIDDING THAT –**

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



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

**REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE  
PLEASE NOTE:**

**SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER  
DATABASE (CSD) NUMBER \_\_\_\_\_**

**Registered Suppliers to ensure that all details completed below are CURRENT**

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

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

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT**

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_



## **GAUTENG PROVINCE**

**HUMAN SETTLEMENTS**  
REPUBLIC OF SOUTH AFRICA

### **Submission of Financial Statements**

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

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

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/2/4-2025/03	CLOSING DATE:	28 November 2025	CLOSING TIME:	11h00
DESCRIPTION	Establishment of a pre-approved list of the accredited training service providers for a period of thirty-six (36) months.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Nevada Building, 4 <sup>th</sup> Floor					
68 Voortrekker Street					
Alberton					
1401					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Trudy Malebye	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Nkele.Maleka@gauteng.gov.za">Nkele.Maleka@gauteng.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Trudy.Malebye@gauteng.gov.za">Trudy.Malebye@gauteng.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g., company resolution)

DATE.....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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

<sup>2</sup> 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.



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;

**SBD 6.1**

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



# INTEGRITY PACT FOR BUSINESSES

# 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.83, 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 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:

	<b>Gauteng Ethics Hotline</b>	<b>National Anti-Corruption Hotline</b>
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> 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 any one 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:
- 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.
  - To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
  - To recover all sums already paid by the Gauteng Provincial Government.
  - 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.
  - 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**

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



**GAUTENG PROVINCE**  
HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

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## TERMS OF REFERENCE

### FOR THE ESTABLISHMENT OF A PANEL OF THE ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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#### BACKGROUND

The National Development Plan (NDP 2030) vision 2030 highlights key socio-economic challenges facing the country, these challenges are poverty, inequality and unemployment. These challenges can be attributed largely to skills deficiencies, skills mismatches and non-actionable skills. While there have been considerable efforts to plan for skills needs in South Africa since 1994, the persistent skills imbalances reflect the need for a coordinated, coherent and responsive skills planning approach.

The Gauteng Department of Human Settlements' (GDHS) mission is to facilitate the availability of sustainable Human Settlements and Smart Cities. This is done through the creation of work opportunities from active projects throughout the province for the designated groups in our society. Inevitably, it plays a key role in the effort to address poverty, creating employment and improving socio-economic conditions.

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

## TRADE SKILLS REQUIRED

- The targeted focus areas (Trade Skills) for this project are group into two (2) categories, i.e., Category A (with sub-categories) and Category B.
- Service providers may submit a bid proposal for any of the categories or sub-categories, depending on their training accreditation.

Table 1:

NO.	TRADE SKILLS / TARGETED FOCUS AREA
<b>TRAINING CATEGORY A</b>	
1.	<b>Painting</b>
2.	<b>Plastering</b>
3.	<b>Bricklaying</b>
4.	<b>Carpentry</b>
5.	<b>Plumbing</b>
6.	<b>Electrical</b>
7.	<b>Solar Installation (ETQA certificate)</b>
8.	<b>Welding</b>
<b>TRAINING CATEGORY B</b>	
9.	<p><b>New Venture Creation</b></p> <p><b>Note: Training must include the following modules:</b></p> <ul style="list-style-type: none"> <li>○ Identify Market Opportunities</li> <li>○ Customer Service</li> <li>○ Financial and Cash Flow Management</li> <li>○ Basic Business Financial Statement</li> <li>○ Pricing of Goods and Services</li> <li>○ Marketing</li> <li>○ Business Planning</li> </ul>

## SCOPE OF WORK AND DELIVERABLES

- The GDHS seeks to appoint service providers that are legally registered SETA accredited Training Service Providers (TSPs) in line with Quality Council for Trade and Occupation (QCTO) requirements to deliver unit standards-based training aimed at developing the skills of labourers and strengthening the capacity of SMMEs (Prioritising Youth, Women, Persons with Disabilities and Military Veterans) in the projects listed under Table 1 above.
- The training for Category A must carry credits towards a qualification in National Certificate: Building & Civil Construction and other related courses.

- Service providers must provide proof of accreditation certificate/s in line with their proposal.
- The unit standard number and the National Qualification Framework (NQF) level for each short course provided must be indicated.
- Service providers must remain fully accredited in line with relevant SETA and/or QCTO requirements, for the three-year duration of the programme.
- The training provider should ensure that they conduct 30% class and 70% onsite/simulations.
- Ensure that training takes place close to or at the project sites which will be identified by GDHS.
- GDHS reserves the right to send a Service Provider anywhere in the province, though localisation will be prioritised.
- Service providers qualifying for the panel will be expected to respond to the Request for Quotation (RFQ) as and when required for the services they are accredited for.

## EVALUATION METHODOLOGY

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

Bids will be evaluated in two stages. The first stage will be the evaluation of bids on **Mandatory Compliance** and **Administrative Compliance**. Bids that do not meet the mandatory requirements, will be disqualified and not considered for further evaluation i.e., Functionality. Bidders that do not meet a minimum threshold of 70 points during the second stage of evaluation (Functionality) will be disqualified and not considered for the Panel.

The bid will be evaluated on the two (2) stages stated below:

- Stage 1A: Mandatory Compliance
- Stage 1B: Administrative Compliance
- Stage 2: Functionality Evaluation

### Stage 1A: Mandatory Compliance Criteria

***Bidders must fully comply with ALL mandatory requirements as listed below, failure to comply will result in bidders being disqualified and will not be considered for further evaluation.***

- 1) Fully completed and signed SBD 4 - Bidder's Disclosure Form.
- 2) Submit a valid and certified copy of Sector Education and Training Authority (SETA) or Quality Council for Trades & Occupation (QCTO) certificate of accreditation in the

- bidding company's name** stating the courses/trades and unit standards for which they are accredited to train.
- *Certification must not be older than six months prior to the bid closing date.*
  - *All proof of accreditation documents will be verified with the relevant accrediting authority or body.*
- 3) Category A bidders must submit a valid and certified copy of National Certificate Building and Civil Construction in the **bidding company's name** for their accredited Trades they are bidding for.
- *Certification must not be older than six months prior to the bid closing date.*
  - *All proof of accreditation documents will be verified with the relevant accrediting authority or body.*
- 4) In case of a Joint Venture/Consortium, submit a copy of the agreement signed by all applicable parties.
- *The agreement should explicitly state which company will serve as the lead partner, as well as clear roles and responsibilities.*
- 5) Bidders must submit evidence of certified accreditation within their Key Resource team in line with Table 2 below and according to the **Trade Skills** they are accredited to train, as per the area of specialisation indicated under Stage 2: Functionality Criteria
- *Certified copies of the following certificates are required for the trades selected.*
  - *Bidders are allowed to have one Professional (person) involved in more than one area of expertise/trade skills.*

Table 2:

TRAINING CATEGORY A		
NO	TRADE SKILL	KEY RESOURCE ACCREDITATION REQUIRED
1	Painting	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate</li> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
2	Plastering	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate</li> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
3	Bricklaying	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate</li> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
4	Carpentry	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate</li> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>

TRAINING CATEGORY A		
NO	TRADE SKILL	KEY RESOURCE ACCREDITATION REQUIRED
5	Plumbing	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate <ul style="list-style-type: none"> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> </ul> </li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
6	Electrical	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate <ul style="list-style-type: none"> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> </ul> </li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
7	Solar Installation (ETQA certificate)	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate <ul style="list-style-type: none"> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> </ul> </li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>
8	Welding	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate <ul style="list-style-type: none"> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> </ul> </li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>

Table 3:

CATEGORY B		
NO	TRADE SKILL	KEY RESOURCE ACCREDITATION REQUIRED
1	New Venture Creation	<ul style="list-style-type: none"> <li>• SETA / QCTO accredited <b>Facilitator</b> certificate <ul style="list-style-type: none"> <li>- <i>Occupational Directed Trainer/ facilitator certificate (ODT) will also be accepted for the facilitator</i></li> </ul> </li> <li>• SETA / QCTO accredited <b>Assessor</b> certificate</li> <li>• SETA / QCTO accredited <b>Moderator</b> certificate</li> </ul>

### Stage 1B: Administrative Compliance

**Administrative compliance comprises of checking if bidders have complied with the requirements as listed below. Non-compliance will not result in disqualification.**

- 1) Complete, sign and submit Standard Bidding Documents (SBD) documents, i.e.:
  - ✓ SBD 1- Invitation to bid.
  - ✓ SBD 6.1 – Preference Points Claim Form.
- 2) Integrity pact for businesses
- 3) Proof of valid SARS Tax Compliance Status (TCS) pin
- 4) Proof of registration with Central Supplier Database (CSD)
- 5) Company CIPC registration documents
- 6) Company profile

- 7) A valid B-BBEE Certificate issued by an agency accredited by SANAS OR Sworn Affidavit (Note that the sworn affidavit must be fully completed, signed and commissioned by a Commissioner of Oaths on the same date as the Deponent).

***NB: In a case of a Joint Venture / Consortium, a consolidated B-BBEE certificate accredited by SANAS must be submitted as well as a separate Tax Compliance Status (TCS), Company Registration Documents and CSD number.***

## Stage 2: Functionality Criteria

Service providers are required to indicate and tick the relevant box in Table 4 below to indicate the **Trade Skills** they are accredited to train and included in their bid proposal. Please submit supporting documents required for functionality evaluation based on your area of your choice.

Table 4:

NO.	TRADE SKILLS	YES	NO
<b>CATEGORY A</b>			
1.	Painting		
2.	Plastering		
3.	Bricklaying		
4.	Carpentry		
5.	Plumbing		
6.	Electrical		
7.	Solar Installation (ETQA certificate)		
8.	Welding		
<b>CATEGORY B</b>			
1.	<p><b>New Venture Creation</b></p> <p><b>Note: Training must include the following modules:</b></p> <ul style="list-style-type: none"> <li>○ Identify Market Opportunities</li> <li>○ Customer Service</li> <li>○ Financial and Cash Flow Management</li> <li>○ Basic Business Financial Statement</li> <li>○ Pricing of Goods and Services</li> <li>○ Marketing</li> </ul> <p>Business Planning</p>		

To assess the ability of each bidder to successfully execute the contract according to the Scope of Work, bidders will be evaluated using the functionality evaluation criteria as stipulated in the Table 5 below. Bidders will be evaluated per Trade Skill to determine compliance and to form part of the panel of service provider for a specific Trade Skills category.

Failure to score the minimum threshold score of **60 points** will result in the bidder being disqualified and will not be considered for the panel. The Functionality evaluation criteria is as follows

<b>CATEGORY A – TRADE SKILLS</b>		
<b>Category</b>	<b>Criteria</b>	<b>Points</b>
<p><b>1. Experience of the Bidder</b></p> <p>This refers to the experience to undertake the scope of work involved in this tender.</p> <p>The bidders are required to provide details of previously undertaken <b>Training Projects</b>.</p>	<p>Bidder must submit evidence of Appointment Letter or Contract or Purchase Order accompanied by corresponding references (reference letters or recommendation letters). Both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was performed.</p> <p>The maximum points a bidder can score in this section is <b>40 Points</b>.</p> <ul style="list-style-type: none"> <li>✓ 5 or more projects of similar work = <b>40 Points</b></li> <li>✓ 4 projects of similar work = <b>35 Points</b></li> <li>✓ 3 projects of similar work = <b>30 Points</b></li> <li>✓ 1 - 2 project/s of similar work = <b>25 Points</b></li> <li>✓ Irrelevant projects = <b>0 Points</b></li> </ul>	<b>40</b>
<p><b>2. Capacity of the Project Team</b></p> <p>Bidders are required to demonstrate the capacity and capability of the project team.</p> <p>In this regard, the bidders must comply and provide <b>CVs and qualifications of the Project Team</b>.</p>	<p>Bidder will be evaluated separately for each of their selected category/ies of Trade Skills.</p> <p>Bidder must submit the Curriculum Vitae (CV) of their Key Resource Trainer/s (in line with the accreditation submission under Stage 1: Administrative Compliance) indicating the role and number of years as a Trainer for the relevant Trade Skills listed below:</p> <ul style="list-style-type: none"> <li>• <b>Painting</b></li> <li>• <b>Plastering</b></li> <li>• <b>Bricklaying</b></li> <li>• <b>Carpentry</b></li> <li>• <b>Plumbing</b></li> <li>• <b>Electrical</b></li> <li>• <b>Solar Installation (ETQA certificate)</b></li> <li>• <b>Welding</b></li> </ul> <p><b>Note: Bidders are allowed to use the same Trainers across the different Trade Skills, as long as the accreditation is aligned to trade.</b></p> <p><b>Experience of Facilitator/s:</b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul>	<b>60</b>

CATEGORY A – TRADE SKILLS		
Category	Criteria	Points
	<p><b><u>Experience of Assessor/s:</u></b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul> <p><b><u>Experience of Moderator/s:</u></b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul>	
<b>TOTAL POINTS</b>		<b>100</b>
<b>MINIMUM THRESHOLD</b>		<b>60</b>

Failure to score the minimum threshold score of **60 points** will result in the bidder being disqualified and will not be considered to form part of the panel for the Trade Skills included under Category A.

CATEGORY B – NEW VENTURE CREATION		
Category	Criteria	Points
<p><b>1. Experience of the Bidding Company</b></p> <p>This refers to the experience to undertake the scope of work involved in this tender.</p> <p>The bidders are required to provide details of previously undertaken training <b>relevant to New Venture Creation.</b></p> <ol style="list-style-type: none"> <li>1. Identify Market Opportunities</li> <li>2. Customer Service</li> <li>3. Financial and Cash Flow Management</li> </ol>	<p>Bidder must submit evidence of Appointment Letter or Contract or Purchase Order accompanied by corresponding references (reference letters or recommendation letters). Both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was performed.</p> <p>Bidders are required to submit seven (07) different projects to demonstrate work performed in each of the new venture creation.</p> <p>The maximum points a bidder can score in this section is <b>40 Points.</b></p> <ul style="list-style-type: none"> <li>✓ Seven (07) projects relevant to new venture creation = <b>40 Points</b></li> <li>✓ Any Six (06) projects relevant to new venture creation = <b>35 Points</b></li> <li>✓ Any Five (05) projects relevant to new venture creation = <b>30 Points</b></li> <li>✓ Any Four (04) projects relevant to new venture creation = <b>25 Points</b></li> <li>✓ Any Three (03) projects relevant to new venture creation = <b>20 Points</b></li> <li>✓ Less than Two (02) Projects or Irrelevant Projects = 0</li> </ul>	<b>40</b>

<p>4. Basic Business Financial Statement</p> <p>5. Pricing of goods and services</p> <p>6. Marketing</p> <p>7. Business Planning</p>	<p>Points</p>	
<p><b>2. Capacity of the Project Team</b></p> <p>Bidders are required to demonstrate the capacity and capability of the project team. In this regard, the bidders must comply and provide <b>CVs of the Project Team.</b></p>	<p><b>Bidder must submit the Curriculum Vitae (CV) of their Key Resource Trainer/s (in line with the accreditation submission under Stage 1: Administrative Compliance) indicating the role and number of years as a Trainer in New Venture Creation.</b></p> <p><b><u>Experience of Facilitator/s:</u></b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul> <p><b><u>Experience of Assessor/s:</u></b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul> <p><b><u>Experience of Moderator/s:</u></b></p> <ul style="list-style-type: none"> <li>✓ 5 or more years' = <b>20 points</b></li> <li>✓ 3 - 4 years' = <b>15 points</b></li> <li>✓ 1 - 2 year/s = <b>10 points</b></li> <li>✓ 0 - 11 months = <b>05 points</b></li> <li>✓ Irrelevant experience = <b>0 points</b></li> </ul>	<p><b>60</b></p>
<p><b>TOTAL POINTS</b></p>		<p><b>100</b></p>
<p><b>MINIMUM THRESHOLD</b></p>		<p><b>60</b></p>

Failure to score the minimum threshold score of **60 points** will result in the bidder being disqualified and will not be considered to form part for the panel for the Category B.

## REQUIREMENTS OF SERVICES TO BE CONTRACTED

The contract for training services shall be in line with the following:

### CONTRACT PERIOD

- The contract period for the services will be for a period of thirty-six (36) months.
- The Department and the Service Provider shall agree to the terms and conditions and the date of commencement as stipulated in the contract.
- The services may be terminated by the GDHS due to poor performance without prejudice to any of the parties.

### BRIEFING SESSION

There will be a non-compulsory briefing session with the prospective bidders on a date specified on the published Request for Proposal (RFP) pack. Attendance is highly recommended.

### FORMAT AND SUBMISSION OF BIDS

Bids must be submitted in hard copies to the **Gauteng Department of Human Settlements** situated at **Nevada Building, 4<sup>th</sup> Floor Reception, 68 Voortrekker Road, New Redruth, Alberton, 1449.**

- The submissions are to be clearly indexed and marked with the correct tender name and number.
- NO electronic bids shall be accepted.
- NO late submissions shall be accepted.
- Submissions shall comprise of clearly indexed and bound returnable documents as follows:

1	Standard Bid documents : <ul style="list-style-type: none"><li>• SBD 1- Invitation to Bid;</li><li>• SBD 4 - Bidders Disclosure Form ;</li><li>• SBD 6.1 Preference points claim form</li><li>• Integrity pact for businesses.</li></ul>
2	Valid SARS Tax compliance status pin (TCC PIN)
3	Proof of registration with Central Supplier Database
4	Company CIPC registration documents.
5	Company profile
6	Valid B-BBEE Certificate or affidavit
7	JV/Consortium Agreement signed by all parties (where applicable).
8	Mandatory Compliance Supporting Documents
9	Functionality supporting documents (POE)

## ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing to: [infogdhus.tenders@gpgonline.onmicrosoft.com](mailto:infogdhus.tenders@gpgonline.onmicrosoft.com) and copy Ms Trudy Malebye at [Trudy.Malebye@gauteng.gov.za](mailto:Trudy.Malebye@gauteng.gov.za)

SCM related enquiries may be directed in writing to: [infogdhus.tenders@gpgonline.onmicrosoft.com](mailto:infogdhus.tenders@gpgonline.onmicrosoft.com) and copy Ms Nkele Maleka at [Nkele.Maleka@gauteng.gov.za](mailto:Nkele.Maleka@gauteng.gov.za) and Mr Magness Ndawo at [Magness.Ndawo@gauteng.gov.za](mailto:Magness.Ndawo@gauteng.gov.za)

## SPECIAL CONDITIONS OF THE CONTRACT

<b>TENDER NUMBER</b>	<b>HLA 4/2/4-2025/03</b>
<b>DESCRIPTION</b>	<b>ESTABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>
<b>CLOSING DATE</b>	<b>28 NOVEMBER 2025</b>
<b>CLOSING TIME</b>	<b>11H00</b>
<b>VALIDITY PERIOD</b>	<b>120 DAYS</b>

### 1. EVALUATION

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

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

### 2. B-BBEE

A preferential point system shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, and as defined in the Conditions of Tender in the tender document, read in conjunction with the Procurement Policy of Gauteng Department of Human Settlements. The preference procedure for evaluation of responsive Tender offers shall be either that the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

Specific Goals Points will be determined during the implementation stage:

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

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

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

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

### **3. CENTRAL SUPPLIER DATABASE REGISTRATION**

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

### **4. COMPLETION OF SBD DOCUMENTS**

Bidders are required to complete SBD 1, SBD 4, SBD 6.1., including integrity pact for businesses.

### **5. ENQUIRIES**

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

Any other enquiry related to the bid process may be directed in writing for attention to Ms. Nkele Maleka @ [Nkele.Maleka@gauteng.gov.za](mailto:Nkele.Maleka@gauteng.gov.za) and Mr. Magness Ndawo @ [Magness.Ndawo@gauteng.gov.za](mailto:Magness.Ndawo@gauteng.gov.za). The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

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

**8. Inspections,  
tests and  
analyses**

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

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

## **9. Packing**

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

## **10. Delivery**

### **and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 12. Transportation**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13. Incidental services**

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 18. Contract amendments**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 19. Assignment**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 20. Subcontracts**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21. Delays in the supplier's performance**
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of

supplies or services from a national department, provincial department, or a local authority.

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

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

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

## **22. Penalties**

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

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

## **23. Termination for default**

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a

period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

#### **25. Force Majeure**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

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

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



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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation Programme (NIP)**

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

General Conditions of Contract (revised February  
2008)