

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DPSA005/2019	CLOSING DATE: 6 DECEMBER 2019		CLOSING TIME: 11:00	
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF A LONGITUDINAL REPORT ON THE IMPLEMENTATION OF HUMAN RESOURCE DEVELOPMENT STRATEGY IN THE PUBLIC SERVICE FROM 2015 TO 2018, CONSOLIDATED WITH THE EXISTING 2009-2014 REVIEW REPORT, PROFESSIONAL EDITING SERVICES, DESIGN, PRINTING AND PACKAGING OF THE REVISED PUBLIC SERVICE HUMAN RESOURCE DEVELOPMENT STRATEGIC FRAMEWORK (PS-HRDSF) III.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Batho Pele House,					
546 Edmond Street,					
(C/O Hamilton Street),					
Arcadia					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane		CONTACT PERSON	Zamokwakhe Khuzwayo	
TELEPHONE NUMBER	012 336 1126/1389		TELEPHONE NUMBER	012 336 1407	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS	zkhuzwayo@dpsa.gov.za	
<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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  [TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</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, 2017, 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 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: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: DPSA005/2019

CLOSING TIME 11:00

CLOSING DATE... 06/12/2019

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF A LONGITUDINAL REPORT ON THE IMPLEMENTATION OF HUMAN RESOURCE DEVELOPMENT STRATEGY IN THE PUBLIC SERVICE FROM 2015 TO 2018, CONSOLIDATED WITH THE EXISTING 2009-2014 REVIEW REPORT, PROFESSIONAL EDITING SERVICES, DESIGN, PRINTING AND PACKAGING OF THE REVISED PUBLIC SERVICE HUMAN RESOURCE DEVELOPMENT STRATEGIC FRAMEWORK (PS-HRDSF) III.**

NO BID PRICE IN RSA CURRENCY \*\*(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION HOURLY RATE DAILY RATE  
 ..... R.....  
 ..... R.....  
 ..... R.....  
 ..... R.....  
 ..... R.....
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT  
 ..... R..... days  
 ..... R..... days  
 ..... R..... days  
 ..... R..... days
- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

Name of Bidder: .....

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed in full and submitted with the bid. Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers **must be indicated in paragraph 3 below.**

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SBD 4

### DECLARATION OF INTEREST

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / NA**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / NA**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

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

2.8.1 If so, furnish particulars:

.....  
.....  
.....

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

2.9.1 If so, furnish particulars.

.....

## SBD 4

## DECLARATION OF INTEREST

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

.....

.....

.....

### 3 Full details of directors / trustees / members / shareholders.

[illegible]

## SBD 4

### DECLARATION OF INTEREST

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-ontractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....  
 .....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....  
.....

## SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document **must** form part of all bids invited. **Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**SBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

4.4.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) **must** form part of all bids<sup>1</sup> invited. **Failure to fully complete this document and duly sign the declaration will result in your bid being disqualified.**
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</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.

## **SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

**THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION**

**BID CHECK LIST**

<b>Have you submitted a proof of registration on the Central Supplier Database (CSD) with National Treasury?</b>	<b>YES</b>	<b>NO</b>
<b>In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate?</b> (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)	<b>YES</b>	<b>NO</b>
<b>Is the SBD 6.1 form fully completed and signed by the duly authorized person?</b> (Failure to sign the SBD 6.1 will result in the invalidation of your bid)	<b>YES</b>	<b>NO</b>
<b>Are the following forms fully completed and signed?</b>  1. SBD 1 2. SBD 3.3 3. Declaration of Interest (SBD 4) 4. SBD 6.1 5. SBD 8 6. SBD 9		

.....  
**Signature**

.....  
**Date:**



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF A LONGITUDINAL REPORT ON THE IMPLEMENTATION OF HUMAN RESOURCE DEVELOPMENT STRATEGY IN THE PUBLIC SERVICE FROM 2015 TO 2018, CONSOLIDATED WITH THE EXISTING 2009-2014 REVIEW REPORT, PROFESSIONAL EDITING SERVICES, DESIGN, PRINTING AND PACKAGING OF THE REVISED PUBLIC SERVICE HUMAN RESOURCE DEVELOPMENT STRATEGIC FRAMEWORK (PS-HRDSF) III.**



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

## **TABLE OF CONTENTS**

<b>1. PROJECT TITLE AND PROJECT PURPOSE .....</b>	<b>3</b>
<b>2. BACKGROUND .....</b>	<b>3</b>
<b>3. PROJECT SCOPE .....</b>	<b>4</b>
<b>4. DELIVERABLES .....</b>	<b>5</b>
<b>5. DESCRIPTION OF THE FINAL PRODUCTS .....</b>	<b>5</b>
<b>6. COMPETENCIES AND EXPERIENCE REQUIRED .....</b>	<b>6</b>
<b>7. PROPOSAL REQUIREMENT .....</b>	<b>7</b>
<b>8. DURATION .....</b>	<b>7</b>
<b>9. SERVICE LEVEL REPORTING .....</b>	<b>7</b>
<b>10. PROJECT MANAGEMENT .....</b>	<b>8</b>
<b>11. TRANSFER OF SKILLS .....</b>	<b>9</b>
<b>12. APPOINTMENT, COMMENCEMENT AND DURATION OF ASSIGNMENT .....</b>	<b>9</b>
<b>13. PAYMENT SCHEDULE .....</b>	<b>9</b>
<b>14. LATE BIDS .....</b>	<b>9</b>
<b>15. WITHDRAWAL OR MODIFICATION OF BIDS .....</b>	<b>9</b>
<b>16. ACCEPTANCE/REJECTION OF BIDS .....</b>	<b>10</b>
<b>17. PROPOSAL COST .....</b>	<b>10</b>
<b>18. PRESENTATION .....</b>	<b>10</b>
<b>19. EVALUATION PROCESS .....</b>	<b>10</b>
<b>20. FUNCTIONALITY EVALUATION CRITERIA .....</b>	<b>12</b>
<b>21. EVALUATION CRITERIA .....</b>	<b>15</b>
<b>22. ENQUIRIES .....</b>	<b>17</b>



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

## **TERMS OF REFERENCE**

### **1. PROJECT TITLE AND PROJECT PURPOSE**

Compilation of a Longitudinal Report on the implementation of Human Resource Development Strategic Framework in the Public Service from 2015 to 2018; consolidated with the existing 2009 - 2014 review report, professional editing services, design, printing and packaging of the revised Public Service Human Resource Development Strategic Framework (PS-HRDSF) III.

### **2. BACKGROUND**

In line with the functions of the Minister for the Public Service and Administration entailed in the sub-sections 3(1) (c) and (i) read with sub-section 1 (h) of the Public Service Act, 103 of 1994, the Department of Public Service and Administration (DPSA) is responsible for the development, implementation and monitoring of the Human Resource Development (HRD) Strategic Framework to guide national and provincial departments and other institutions falling within the scope of the Public Service, in training and developing their employees thus enabling them to competently undertake their duties. In 2014, the DPSA undertook an evaluation of implementation of the previous Strategic Framework during the period from 2009 – 2014 which culminated to a Review Report (2015). For the purposes of this assignment, the Review Report (2015) shall be Part 1 of the intended comprehensive 2 Part Evaluation Report on the implementation of the HRD in the Public Service. It will also serve to provide a baseline to inform the analysis and synthesis for Part 2 Report (2015-2018). The need for the Part 2 Report was necessitated by the gap in the period between the finalisation of the Evaluation Report 2009 – 2014 and the development of the revised PS-HRDSF. However, the trends which emerged between 2015 and 2018 implementation were critical and important to incorporate into new strategy. They were also valuable to be documented as lessons learnt and to inform future policy making and strategies formulation.

Following the completion of Review Report (2009-2014), the department undertook development of the revised PS-HRDSF III which is now complete. The draft strategy is accompanied by the Implementation Guide, the Monitoring and Evaluation Framework, the 5-year Plan, Annual Planning and Reporting Templates. The purpose of the Review was to respond to the recommendations of the Review Report

---

Service provider to undertake professional editing, design, printing and packaging of the revised PS HRDSF and to compile and synthesise a Longitudinal Report on the Implementation of HRD Strategic Framework in the Public Service 2015-16 -2018-19



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

(2015) as well as the need to align the HRD practices of the public service with the relevant and latest broader policies of government aimed at building capacity for the public service and the nation at large. These latest policies include the National Development Plan (2011), National Qualifications Framework Act (2008), National Skills Development Plan (2019), the National HRD Strategy Towards 2030, (2019), and Public Administration Management Act (2014), as well as the need to prepare the public service to respond to the demands of the Fourth Industrial Revolution.

### **3. PROJECT SCOPE**

Therefore, the DPSA seeks to appoint a suitably qualified service provider on a short term option or model in accordance with the DPSA Hourly Fee Rates for Consultants of 01 July 2018 to undertake a three (3) Part project as follows:

- 3.1. Conduct an in-depth analysis and synthesis of data collected from public service institutions implementing the public service HRD strategic framework between 2015 and 2018 on the implementation of HRD Strategy, draw trends and analysis of performance against existing policy objectives at both public service and broader government levels;
- 3.2. Analysis and synthesis of data and compilation of the Longitudinal Report which will cover the existing Review Report 2009-2014, and 2015 -2018 report;
- 3.3. Review the logical coherent flow of the Draft HRD Strategic Framework in respect of its alignment to the consolidated Longitudinal Report, HRD concepts and accuracy thereof;
- 3.4. Editing services, design, printing and packaging a complete set of the PS-HRDSF Pack comprising of the following:
  - i) An integrated two (2) Part Review Report covering the periods 2009 -2014 and 2015 – 2018;(one (1) booklet/document);
  - ii) Revised Strategic Framework ( one (1) booklet/document); and
  - iii) Implementation plan, the Monitoring and Evaluation Framework, the 5-year Plan and Annual Planning and Reporting Templates (one (1) booklet/document).



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

#### **4. DELIVERABLES**

4.1. The appointed service provider will be expected to deliver the following final products to the DPSA premises at Batho Pele House, 546 Edmond Street, Arcadia, Pretoria 0083.

- i) A two (2) Part Report in an A4 size booklet form with in-depth analysis and synthesis on the implementation of the HRD practices in the Public Service for the period 2009-2014 and 2015-2018;
- ii) A complete, coherent, PS-HRD Strategic Framework in an A4 size booklet form;
- iii) An A4 size Indexed booklet combining the Implementation plan, the Monitoring and Evaluation Framework, the 5-year Plan and Annual Planning and Reporting Templates;
- iv) 30 initial samples of the complete product to be delivered as-and-when required by the DPSA;
- v) 570 final complete products to be delivered at the completion of the project;
- vi) 50 DPSA branded USB storage devices (with a capacity of up to a maximum of 2Gigabytes) containing soft copies (PDF & MS Word) of all documents.

#### **5. DESCRIPTION OF THE FINAL PRODUCTS**

5.1. The description of the final products must conform to the following features:

5.1.1. 3X A4 size (275 x210mm) booklets;

5.1.1.1. A booklet for the 2 Part Review Report up to a maximum of 140 pages text in full colour both sides;

5.1.1.2. A booklet for the Strategic Framework up to a maximum of 90 pages text in full colour printed both sides;

5.1.1.3. A booklet for the Implementation Guide, the Monitoring and Evaluation Framework, the 5-year Plan and the Annual Planning and Reporting Templates up to a maximum of 100 pages text in full colour printed both sides.

5.1.2. One sample for each deliverable for approval by the project manager;

#### **5.2. PAPER STOCK:**

5.2.1. Cover 135 gsm Gloss Art;





**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

5.2.2. Text 90 gsm Crystal Gloss Art; and

5.2.3. Perfect Binding.

### **5.3. PACKAGING**

5.3.1. 600 User-friendly DPSA branded portable packs (boxes) for all three booklet/documents, to carry the booklets for distribution; and

5.3.2. The look-and-feel of the box should include the following dimensions:

5.3.2.1. 1mm in thickness box branded with DPSA logo and colours; and

5.3.2.2. Dimensions of the box must be up to 30cm in height, 22cm in length and 6.5cm breadth with a DPSA logo and colours to be supplied by DPSA Communication & Marketing).

## **6. COMPETENCIES AND EXPERIENCE REQUIRED**

6.1. The successful service provider should meet and have access to the following requirements:

### **A: Analysis and synthesis of data and compilation of the Longitudinal Review Report:**

6.1.1. Capacity and capability to analyse, synthesise and interpret data;

6.1.2. Excellent writing skills, utilising simple English and the ability to present information in a user-friendly and meaningful manner;

6.1.3. Sound previous experience in human resource development issues preferably in the public service;

6.1.4. Knowledge of the training and development environment; and

6.1.5. Possesses or has access to knowledge and sufficient technical expertise to provide the required services in accordance with the terms of reference.

### **B: Review the logical coherent flow of the Draft HRD Strategic Framework in respect of its alignment to the consolidated Longitudinal Report, HRD concepts and accuracy thereof**

6.1.6. Knowledge and experience of developing strategies for human resource development for organisations;



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

- 6.1.7. Proven knowledge and experience of producing workplace learning guides and procedures including layout and graphic design to highlight significant points;
- 6.1.8. Sound previous experience in human resource development issues preferably in the public service;
- 6.1.9. Knowledge of training and development preferably in the Public Service;
- 6.1.10. In-depth knowledge of the Public Service training strategies and policies; and
- 6.1.11. Ability to analyse policies and map-out implementation processes.

**C: Editing services, design, printing and packaging a complete set of the Revised HRD Strategic Framework (PS-HRDSF) III Packs (Box):**

- 6.1.12. Proven knowledge of and experience in producing graphic design, layout and printing; and
- 6.1.13. Possession of and/or has access to knowledge and sufficient technical expertise to provide the required services in accordance with the terms of reference.

## **7. PROPOSAL REQUIREMENT**

7.1. The proposals must be submitted in the following manner:

- One original document; and
- Four extra copies.

## **8. DURATION**

The project will commence after the signing of a Service Level Agreement and the appointment letter has been issued and accepted. The printing of the final products will commence once the PS-HRDSF has been approved by Cabinet.

## **9. SERVICE LEVEL REPORTING**

9.1. The service provider shall:

- 9.1.1. Report directly to the Director: Human Resource Development Policy & Strategy, who shall be the Project Manager for purposes of the agreement and provide all instructions to the service provider;



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

- 9.1.2. Be required to agree to achieve specific service levels to be outlined in a Service Level Agreement (SLA);
- 9.1.3. Implement the necessary measures, monitoring tools and procedures required for reporting performance of services against the applicable performance standards as agreed in the SLA referred to sections 3,4 and 5;
- 9.1.4. Provide the DPSA with the information and access to such tools and procedures upon request, for purposes of verification;
- 9.1.5. The DPSA will liaise with the service provider in person, by telephone or email as the need arises.
- 9.1.6. The project will be conducted within a period of 4 months starting from the date of signing of the contract.
- 9.1.7. Over and above the high level work-plan that should be included in the bid proposal, the service provider shall within a maximum period of seven (7) days of being awarded the contract submit a high level project plan outlining but not limited to:–
  - a) the high level work-plan with clear time frames;
  - b) the methodology to be followed;
  - c) the specific tasks to be performed, etc.
- 9.1.8. The service provider must set up a project meeting with the designated DPSA project manager to discuss the high level work plan.
- 9.1.9. Should the need arise to discuss possible concerns/changes to the high level work plan thereafter; these will be discussed during monthly meetings or special meetings if necessary.

## **10.PROJECT MANAGEMENT**

The DPSA requires that the service provider actively participates in project management during the life cycle of the agreement. The DPSA will establish the necessary project management mechanisms, inclusive of the reporting schedules and formats stipulated in the Service Level Agreement.



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

## **11. TRANSFER OF SKILLS**

The service provider must demonstrate which opportunities it would utilise to transfer and/or enhance skills and the mode in which the transfer of skills will take place.

## **12. APPOINTMENT, COMMENCEMENT AND DURATION OF ASSIGNMENT**

The service provider will be expected to commence after the signing of a SLA/Contract. The contract is expected to be completed within a period of 4 months.

## **13. PAYMENT SCHEDULE**

The DPSA shall within a period of 30 days of the receipt of a valid invoice and having assured itself of the quality of the deliverables, effect the payment to the identified banking account of the service provider.

## **14. LATE BIDS**

- 14.1. Bids received late will not be considered. Service providers are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 14.2. The official Telkom time (Dial 1026) will be used to verify the exact closing time.
- 14.3. Bids sent via any other means other than hand delivery shall be deemed to be received on the date and time of arrival at the DPSA premises.
- 14.4. Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to have been received late.

## **15. WITHDRAWAL OR MODIFICATION OF BIDS**

A service provider who submits a proposal in response to the terms of reference will have the right to withdraw, modify or correct a proposal after delivery thereof provided that the request for such withdrawal, modification or correction, together with the full details of such modification or correction are received by the DPSA at the address provided before the closing date stipulated for the receipt of proposals. Failure to do so before the closing date and time as stipulated will result in the bid being considered.



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

## **16.ACCEPTANCE/REJECTION OF BIDS**

The DPSA reserves the right not to award the bid/project/contract.

## **17.PROPOSAL COST**

- 17.1. Respondents shall bear all costs incurred in the process of responding to the ToR and in any subsequent negotiations.
- 17.2. Costing of the project must be in terms of the hourly fee rates for consultants with effect from 1 July 2018 as issued by the DPSA also attached as **Annexure: A**; and
- 17.3. Pricing of bids must provide a detailed costs breakdown for all the components of the project.

## **18.PRESENTATION**

- 18.1. If required, shortlisted service providers may be expected to make presentations of a maximum of thirty (30) minutes to the Bid Evaluation Committee. The presentation should be focused solely on the requirements of the ToR. The service provider should also be able to answer questions related to any aspect of the bid proposal.
- 18.2. The DPSA will notify the service provider, in the event where such need arises, of the date, time and venue where the presentation must be made.

## **19.EVALUATION PROCESS**

- 19.1. The evaluation process comprises of the following stages:

### **A) Phase I: Minimum Mandatory Criteria Evaluation Phase**

#### **Initial Screening Process**

During this phase bid documents will be reviewed to determine compliance with tax matters and submission of the mandatory submission requirements outlined below. **Failure to submit any of the mandatory submission requirements will lead to the disqualification of the bid during the bid evaluation process.**

- i) Letter confirming that the proposal is valid for at least three (3) months;



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

- ii) Proposal signed by the designated responsible person;
- iii) List of clients for whom projects of a similar nature and magnitude inclusive of respective monetary value have been conducted;
- iv) High Level implementation plan included;
- v) A company profile with CVs of the project team;
- vi) Fully completed and signed SBD forms; and
- vii) Evidence of registration on the Central Supplier Database of Government (CSD) must be provided.

***NB: Prospective bidders responding to this bid must be registered as a service provider on the Central Supplier Database (CSD). If your company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.***

***No bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.***

## **B) Phase II: Functionality Evaluation**

- i. The Bid Evaluation Committee (BEC) will conduct the technical evaluation.
- ii. Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 60 out of 100.
- iii. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- iv. Bidders will not rate themselves, but need to ensure that all information is supplied as required. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- v. If required, the short listed service providers shall be contacted to conduct a presentation on their bid to the BEC. The BEC shall score the presentations of the service providers.
- vi. If a need is identified, the BEC may assign a team to conduct a site visit to the offices of all short listed service providers.



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

- vii. The panel members will individually evaluate the responses received against the following criteria as set out below:

## 20. FUNCTIONALITY EVALUATION CRITERIA

The applicable values that will be utilised when scoring each criteria are reflected in the table below:

1. Proven experience and capability of the Service Provider in conducting similar projects			Weighting: 60%
Criteria	Scoring Indicators		Score
1.1	Organizational track record	9 and more years in operation	(5)
		7-8 years in operation	(4)
		5-6 years in operation	(3)
		3-4 years in operation	(2)
		1-2 years in operation	(1)
1.2	Qualifications and experience of team members including comprehensive CVs of all Practitioners/ Team Members	Team members possess qualifications with 15 years collective experience in the relevant field of expertise. At least one team member/ project leader has a minimum of 10 years' experience in the relevant field of expertise.	(5)
		Team members possess qualifications and 10 years collective experience in the relevant field of expertise. At least one team member/ project leader has a minimum of 8 years' experience in the relevant field of expertise.	(4)
		Team members possess qualifications and 8 years collective experience in the relevant field of expertise. At least one team member/project leader has a minimum of 5 years' experience in the relevant field of expertise.	(3)
		Team members possess qualifications and 6 years collective experience in the relevant field	(2)



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

		of expertise. At least one team member/ project leader has a minimum of 3 years' experience in the relevant field of expertise.	
		Team members possess qualifications and 4 years collective experience in the relevant field of expertise. At least one team member/ project leader has a minimum of 2 years' experience in the relevant field of expertise.	(1)
1.3	Capacity to take on project of this size and ability to manage it to the end within the prescribed project time lines paragraph 15	Allocated team to project comprises at least 5 and more members	(5)
		Allocated team to project comprises at least 4 members	(4)
		Allocated team to project comprises of at least 3 members	(3)
		Allocated team to project comprises of at least 2 members	(2)
		Allocated team to project comprises of at least 1 members	(1)
2.	Understanding and conceptualization of the assignment (technical approach and procedures)		Weighting : 40%
Criteria		Scoring Indicators	Score
2.1	Appropriateness and quality of proposed work plan	A comprehensive high level work plan describing all activities in logical sequence with clear time frames commensurate with the terms of reference.	(5)
		Work plan describes all high level activities, supplemented with further sub-activities in logical sequence with clear time frames commensurate with the terms of reference.	(4)
		Work plan describes all high level activities in logical sequence with clear time frames commensurate with the terms of reference.	(3)
			(2)





**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

		Work plan describes high level activities with timeframes not compatible with the terms of reference.	(1)
		Work plan activities do not commensurate with the deliverables in the terms of reference.	
2.2	Proposed methodology and approach to achieve required outputs	The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.	(5)
		The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.	(4)
		The methodology and approach includes the exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.	(3)
		The proposed methodology and approach is a verbatim repeat of the ToR	(2)
		Failed to align the proposed methodology with the required outputs of the project.	(1)
Total functionality score			100%
Minimum threshold for function			60%

- viii. Each panel member will rate each individual criterion on a score sheet using the above scoring guideline;



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

- ix. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria;
- x. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework Act, Act 5 of 2000 and the Preferential Procurement Regulations of 2017;
- xi. A proposal not meeting a minimum score of 60 percent for their technical proposal will be disqualified.

## **21.EVALUATION CRITERIA**

21.1. In terms of Regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

- i) The lowest price (maximum 80 points)
- ii) Broad-based black Economic Empowerment (maximum 20 points)

21.2. The following formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 000 000:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

### **21.3. Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment**

**21.3.1.** A maximum of 20 points may be awarded to a bidder who meets requirements for Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid, the maximum number of Broad-based black Economic Empowerment status points that could be allocated are indicated in the table below.

<b>B-BBEE level of contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**21.3.2.** Failure to capture the required status level and to submit the required BBBEE status level certificates will lead to a zero (0) status level for non-compliant Service Providers.

**21.3.3.** The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.

**21.3.4.** Bidders are requested to complete the various preference claim forms in order to claim preference points.

**21.3.5.** Only a bidder who has fully completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.

**21.3.6.** Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.

**21.3.7.** Points scored will be rounded off to the nearest 2 decimals.



**the dpsa**

**Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA**

21.3.8. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

21.3.9. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

## **22.ENQUIRIES**

Service providers are welcome to request for the copies of the existing draft documents

### **FOR TECHNICAL ENQUIRIES PLEASE CONTACT:**

Mr. Z Khuzwayo  
Tel. 012 336 1407  
[ZKhuzwayo@dpsa.gov.za](mailto:ZKhuzwayo@dpsa.gov.za)

### **FOR SUPPLY CHAIN MANAGEMENT PLEASE CONTACT:**

Mr. Michael Jackson  
012- 336 1189  
[Michaelj@dpsa.gov.za](mailto:Michaelj@dpsa.gov.za)



**the dpsa**

Department  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

ANNEXURE  
A

## Hourly Fee Rates For Consultants - With effect from 1 July 2018

Salary Band	Average Total Package	Model A Short Term				Model B Long Term			
		Option A 1 All Overheads		Option A 2 Partial Overheads		Option B 1 All Overheads		Option B 2 Partial Overheads	
		A 1.1 Mark-up	A 1.2 No Mark-up	A 2.1 Mark-up	A 2.2 No Mark-up	B 1.1 Mark-up	B 1.2 No Mark-up	B 2.1 Mark-up	B 2.2 No Mark-up
16	1 893 486	3 787	2 916	3 257	2 499	None	None	None	None
15 / 16	1 674 837	3 350	2 579	2 881	2 211	2 763	2 127	2 378	1 826
15	1 456 187	2 912	2 243	2 505	1 922	2 403	1 849	2 068	1 587
14 / 15	1 325 253	2 651	2 041	2 279	1 749	2 187	1 683	1 882	1 445
14	1 234 606	2 469	1 901	2 124	1 630	2 037	1 568	1 753	1 346
13 / 14	1 136 615	2 273	1 750	1 955	1 500	1 875	1 444	1 614	1 239
13	1 030 459	2 061	1 587	1 772	1 360	1 700	1 309	1 463	1 123
12 / 13	938 686	1 549	1 192	1 333	1 023	1 389	1 070	1 192	911
12	846 914	1 397	1 076	1 203	923	1 253	965	1 076	822
11 / 12	780 765	1 288	992	1 109	851	1 156	890	992	757
11	714 617	1 179	908	1 015	779	1 058	815	908	693
10 / 11	665 029	1 097	845	944	725	984	758	845	645
10	615 442	911	702	782	597	862	665	739	572
9 / 10	560 490	830	639	712	544	785	605	673	521
6 to 8	368 840	546	420	468	358	516	398	443	343

### How to determine the appropriate fee rate

1. Determine the consultancy option/model by applying the following criteria:

"Short Term" means less than 60 consulting days

"Long Term" means more than 60 consulting days

"All Overheads" means consultant provides all overheads e.g., office, parking, telephone

"Partial Overheads" means department provides some overheads e.g. office, parking, telephone

"Mark-up" provides for company profit margin - service normally provided by consulting company

"No Mark-up" service normally provided by individuals or NGOs

2. Determine the appropriate salary band based on the level of work that is required e.g., use job evaluation to determine the level of work - Salary band 13 represents the level of a Director in the public service, 14 a Chief Director, 15 a DDG and 16 a DG.

3. The hourly fee rate should be read where the consultancy option/model intersects with the salary band.

4. Fee rates exclude operational/project expenditure e.g., travelling, hotel accommodation, parking, and travel and subsistence allowance.

Note - The Guide on Hourly Fee Rates for Consultants and the latest Fee Rates are available at <http://www.dpsa.gov.za> and can be found under Document Archive, All Documents.  
Link <http://www.dpsa.gov.za/dpsa2g/documents.asp>

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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



## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any



person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

Js General Conditions of Contract (revised July 2010)