

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DPSA

BID NUMBER:	DPSA003/2023	CLOSING DATE: 29 AUGUST 2023	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF EMERGING LEADERS IN THE PUBLIC SERVICE PROGRAMME (ELIPS).		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Batho Pele House,			
546 Edmond Street,			
(C/O Hamilton Street),			
Arcadia			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane	CONTACT PERSON	Nohkuselo Maku
TELEPHONE NUMBER	012 336 1126/1389	TELEPHONE NUMBER	012 336 1343
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS		E-MAIL ADDRESS	Nohkuselo.maku@dpsa.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION ON THE 23 AUGUST 2023 FROM 11H00 - 12H30 ; 8TH FLOOR BOARDROOM ; BATHO PELE HOUSE; 546 EDMOND STREET ;(C/O HAMILTON STREET); ARCADIA.

KINDLY REGISTER YOUR PROPOSALS /BIDS IN THE SUBMISSION REGISTER AT DPSA RECEPTION.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DPSA003/2023
CLOSING TIME: 11:00	CLOSING DATE... 29/08/2023

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF EMERGING LEADERS IN THE PUBLIC SERVICE PROGRAMME (ELIPS).

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.....
TOTAL: 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.....			

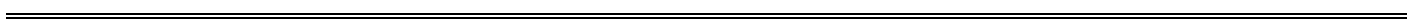
6. Period required for commencement with project after acceptance of bid

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.

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

	POINTS
PRICE	80
B-BBEE (Status Level of Contributor)	20
Total points for Price and SPECIFIC GOALS	100

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

1.6 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.7 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**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) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (d) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of company/firm.....

7.2. Company registration number:

7.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

INFORMATION SESSION CERTIFICATE

This is to certify that the company.....
attended a briefing session at **DPSA @ 8th Floor Boardroom on 23 August**
2023.

Signed for the DPSA

Date

Signed for the Bidder

Date

**NB: THIS CERTIFICATE MUST BE SIGNED BY BOTH PARTIES AND
MUST FORM PART OF THE BID DOCUMENT**



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

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

.....
Signature

.....
Date:



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A
SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE
DEVELOPMENT AND IMPLEMENTATION OF EMERGING
LEADERS IN THE PUBLIC SERVICE PROGRAMME (ELIPS)**

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

TABLE OF CONTENTS

1. PROJECT TITLE AND PROJECT PURPOSE	3
2. BACKGROUND	3-5
3. PROJECT SCOPE	6-7
4. DELIVERABLES	7-8
5. COMPETENCIES AND EXPERIENCE REQUIRED	8-9
6. PROPOSAL REQUIREMENT	9
7. SERVICE LEVEL REPORTING	9-10
8. PROJECT MANAGEMENT	10
9. TRANSFER OF SKILLS	10
10. APPOINTMENT, COMMENCEMENT, AND DURATION OF ASSIGNMENT	10
11. PAYMENT SCHEDULE	10-11
12. LATE PROPOSALS	11
13. WITHDRAWAL OR MODIFICATION OF BIDS	11
14. INTELLECTUAL PROPERTY	11-12
15. ACCEPTANCE/REJECTION OF BIDS	12
16. PRESENTATION	13
17. EVALUATION PROCESS	13-14
18. FUNCTIONALITY EVALUATION CRITERIA	15-17
19. PRICE AND B-BEEE EVALUATION CRITERIA	18-19
20. ENQUIRIES	19

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

1. PROJECT TITLE AND PROJECT PURPOSE

The Department of Public Service and Administration (DPSA) is currently undertaking an initiative known as the Emerging Leaders in the Public Service Programme within the public service sector. The primary objective of this project is to equip individuals with the necessary knowledge, decision-making, and problem-solving abilities to advance themselves toward increased success and self-awareness. The unlocking of this phenomenon can be achieved by implementing a gradual transition of cognitive processes, a technique that can be effectively facilitated through the practice of executive coaching.

The project title is " Emerging Leaders in the Public Service Programme" and will be delivered through three ways a) workshops (classroom format – physical and virtual) b) coaching of participants by professional coaches c) community of practice. The Programme seeks amongst others, to:

- Engage youth in public service to align with the values and ethos of public administration, in particular, that of being in service of others.
- Equip individuals with resources that can facilitate, expedite, and maintain their level of performance.
- Facilitate developing meaningful connections with oneself and others, which is crucial for creating a significant impact.

2. BACKGROUND

2.1 Leadership development initiatives such as this one is critical to professionalise the public service, there is a need for highly knowledgeable and well-trained public servants who are accountable to the citizens in the use of public resources and provisioning of public services.



- 2.2 Executive coaching is a collaborative partnership focused on facilitating change and transformation. The subject matter pertains to the acquisition of knowledge and the utilization of experiential learning, wherein the responsibility for the learning process lies with the participants. The coach assumes the role of an attentive listener and employs questioning techniques to stimulate the participant's critical thinking and facilitate the discovery of solutions. Additionally, the approach emphasizes the importance of considering the participant's objectives, as well as their cognitive, behavioural, and emotional processes.
- 2.3 Communities of Practice are groups of people who share a concern, a set of problems, or a passion about a topic and who deepen their knowledge and expertise in this area by interacting on an ongoing basis (Wenger et al., 2002). According to Wenger-Trayner (2015), three elements are fundamental to establishing a Community of Practice and should be cultivated and developed parallel to each other:
- **Domain:** A Community of Practice distinguishes it from other networks since its members identify themselves by a shared domain of interest. Membership involves a commitment to the domain and a shared competence.
 - **Community:** While showing interest in their domain, community members share information, help each other and join activities and discussions. In this form of interaction, members build relationships in order to learn from each other and support each other.
 - **Practice:** Members of a Community of Practice do not only share a common interest, but they are engaged in common practice as an iterative social process, where they develop a shared repertoire of resources. These can be experiences, stories, tools or ways of addressing recurring problems. To develop this kind of shared practice takes time and continuous interaction.
- 2.4. Of recent, Communities of Practice are being popularly adopted as a unique model for learning and acquiring knowledge. Many of them rely on face-to-face meetings as well as web-based collaborative environments to communicate, connect and conduct community activities (Edmonton Regional Learning Consortium, 2021).
- 2.5 One of the prevailing obstacles encountered by the South African public service pertains to the inadequate congruence between the values and competencies of public sector leaders and the present demands of the public service.



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

The inadequate alignment discussed has the potential to have adverse effects on various aspects, including the organisation's ability to effectively address unlawful directives, efficiently manage available resources, fulfil its strategic leadership responsibilities, and maintain the desired level of service quality. These challenges are exacerbated by the presence of inadequate audit outcomes.

- 2.6 There is an increasing body of evidence suggesting that coaching has the potential to augment resilience while also fostering the development of capacity and facilitating learning for individuals undergoing coaching. In their study, Sherlock-Storey (2013) employed a concise and organised coaching method focused on developing specific skills. The researchers observed a notable improvement in resilience levels, as indicated by the results obtained from the Psychological Capital Questionnaire. Consequently, Sherlock-Storey (2013) confidently concludes that coaching plays a significant role in enhancing resilience. Sherlock (2013) conducted a study that referenced the work of Luthans, Youssef, and Avolio (2007).
- 2.7 The exploration of executive coaching as a leadership development intervention is aimed at fostering the growth of a capable, skilled, and morally upright public service. If executed effectively, this intervention in leadership development has the potential to cultivate a group of individuals in the public sector who possess the qualities of adaptability, perseverance, and the ability to navigate obstacles as they arise.



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

3. PROJECT SCOPE

3.1 The DPSA is currently in the process of selecting a service provider who possesses the necessary qualifications to provide training, guidance, and support to a total of 300 participants over a span of two financial years, that is, 2023 to 2024 and 2024 to 2025. The study involved three cohorts, each consisting of 100 participants, observed over a period of six months. The duration of the contract will span a total of 18 months. The following are key roles:

a) Develop content for the leadership development component of the Programme. Minimum areas of focus are:

- Essence of resilient leadership in the public sector.
- Being in service of others (values and ethos).
- Enabling and Accelerating Performance.
- Creating and sustaining high performance.
- Leading self and others (building impactful relations with self and others).

b) Workshops (classroom format-physical and virtual)

- Facilitating leadership workshops with 100 participants per cohort in line with the thematic areas outlined above. The schedule of the workshops will be discussed with the successful service provider.
- Provide an assessment instrument or tool for the participants to give them the foundation of self-awareness in order to be successful at what they do, whether it is developing themselves, working as part of the team, or leading others with authenticity.
- Establish an online Programme alumni community.

c) Coaching of participants through Executive Coaching

- Integrate executive coaching for the participants as part of the learning process.
- Build in the counselling component to support and promote the emotional wellness of participants.

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

d). Community of Practice:

- Establish a Community of Practice among likeminded groups in the Public Service and or the private sector; academia; professional associations; continental and international partners; and media.
- Establish an online Programme alumni community.

3.2 Project manage the implementation roll out by:

- Communication with the participants
- Media and communications work to popularise the Programme by targeting social media.
- Develop relevant templates.
- Timeous reporting
- Create feedback mechanisms.

4. DELIVERABLES

4.1 The appointed service provider will be expected to deliver the following:

- a) Submit the leadership development content guide in a digital format. The guide shall comprise as a minimum the following:**
- Content overview.
 - Participant handbook, including commitment letter and form.
 - Coaching handbook (a guide to coaches who will be appointed to coach the learners as part of the Programme).

b) Workshops (classroom format-physical and virtual)

- Consolidated feedback report after each leadership module delivered.
- Assessment profiles for all participants.

c) Coaching of participants through Executive Coaching

- A coaching manual/ guide aligned to the thematic areas of training.
- Appoint coaches to support the leadership development and learning process.

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

d) Community of Practices

- A database mapping likeminded groups to be targeted for the creation of a Community of Practice for the Programme.
- Concept Note for the creation of the ELIPS Community of Practice.
- Programme for the Community of Practice.
- Attendance Registers and Outcomes Report of Community of Practice engagements.
- Online alumni platform.

e) End of project report highlighting key successes and recommendations.
Template will be discussed with the appointed service provider.

f) Certificate of completion for each participant and coach.

4.2 Deliver the final report and database to the DPSA premises at Batho Pele House, 546 Edmond Street, Arcadia, Pretoria, 0083.

5. COMPETENCIES AND EXPERIENCE REQUIRED

5.1 The appointed service provider must be SETA (Services – PSETA & ETDP-SETA) and QCTO approved and demonstrate the following:

- a) Technical knowledge, skills and competence in leadership development training and facilitation.
- b) Database of qualified /certified Coaches. Insights Discovery Accreditation will be an added advantage.
- c) An understanding of the public sector context and complexities.
- d) An understanding of the coaching environment as the Programme has a coaching pillar to be executed with professional coaches.
- e) The ability to engage with stakeholders, in this context, public servants who will be participating in the Programme and partners the department may bring on board from time to time.
- f) Appropriate academic qualifications, extensive research, and project management experience as well as strong communication skills.

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

- g) The curricula vitae of all team members, their envisaged role and level of involvement in the project must be included in the proposal.
- h) Must be an accredited Services SETA (PSETA and ETDP-SETA) and QCTO service provider. Proof of accreditation is to be attached.
- i) Ability to train or facilitate workshops virtually. Attach virtual facilitation certification
- j) The service provider must exhibit evidence of possessing the necessary human resources to successfully execute the project, including both facilitators and coaches.

6. PROPOSAL REQUIREMENT

The proposals **must be hand delivered** to the following address:

Department of Public Service and Administration
Batho Pele House
546 Edmond Street
Arcadia
PRETORIA

7. SERVICE LEVEL REPORTING

The service provider shall:

- (a) Report directly to the Director: Office of the Director-General, who shall be the Project Manager for the project and provide instructions to the service provider. The service provider will also be expected to appoint a project manager/leader.
- (b) Be required to agree to achieve specific service levels to be outlined in a mutually agreed Service Level Agreement (SLA).
- (c) Implement the necessary measures, monitoring tools and procedures required for reporting the performance of services against the applicable performance standards as agreed in the SLA.
- (d) Provide the DPSA with the information and access to such tools and procedures upon request for purposes of verification.
- (e) The DPSA will liaise with the service provider in person, by telephone, or by email as the need arises.
- (f) Over and above the high-level work plan that should be part of the proposal, the service provider shall within a maximum period of fourteen days of being awarded the contract submit a detailed project plan outlining but not limited to:–

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



- (i) A detailed work plan with clear time frames.
- (ii) The methodology to be followed.
- (iii) The specific tasks to be performed, etc.
- (iv) The service provider must set up a project meeting with the relevant DPSA officials and stakeholders to discuss the high-level work plan within ten days of award.
- (v) Should the need arise to discuss possible concerns/changes to the high-level work plan thereafter; these will be discussed during regular project meetings or special meetings if necessary.

8. PROJECT MANAGEMENT

The DPSA will implement the requisite project management mechanisms, which will encompass the specified reporting schedules and formats outlined in the Service Level Agreement. The DPSA mandates that the service provider must engage in proactive project management throughout the project's life cycle.

9. TRANSFER OF SKILLS

The service provider is required to exhibit the strategies it intends to employ to transfer and/or improve the skills of designated members within the project team, as well as the specific methods through which this skill transfer will be executed.

10. APPOINTMENT, COMMENCEMENT AND DURATION OF ASSIGNMENT

The initiation of the project by the service provider is contingent upon the execution of a Service Level Agreement. The implementation of the project is anticipated to occur in three (3) cohorts, with each cohort spanning a duration of six months. This implementation will span across two consecutive financial years as previously mentioned. Consequently, the duration of the contract will span a total of eighteen (18) months.

11. PAYMENT SCHEDULE

- 11.1 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. The DPSA is obligated to make payment to the designated banking account of the service provider



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

within 30 days upon receiving a valid invoice and verifying the quality of the deliverables.

- 11.2 The deliverables against which payment will be affected will be specified in the Service Level Agreement.

12. LATE PROPOSALS

- a) Proposals received late will not be considered. Service providers are therefore strongly advised to ensure that proposals are dispatched allowing enough time for any unforeseen events that may delay the delivery of the proposal.
- b) Proposals that are submitted after the designated deadline will not be taken into consideration. Service providers should ensure that proposals are sent out with sufficient time to account for any unforeseen circumstances that could potentially cause delays in the delivery of the proposal.
- c) Proposals should be submitted to the DPSA premises on the stipulated date and time.
- d) Proposals that are delivered to the physical address after the specified closing date and time will not be considered.

13. WITHDRAWAL OR MODIFICATION OF PROPOSALS

A service provider who responds to the terms of reference by submitting a proposal retains the privilege to withdraw their proposal after its delivery. However, this privilege is contingent upon the service provider's request for withdrawal, being received by the DPSA at the designated email address prior to the specified closing date for proposal submissions.

14. INTELLECTUAL PROPERTY

- 14.1 The successful bidder may not disclose any information, documentation or products received or generated during this project to any other person without written consent from the DPSA. The DPSA has a right to own any intellectual



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

property pertaining to this project. All rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, confidential information, or trade secrets, prepared or developed during this project, belong to the DPSA. The successful is prohibited from divulging any information, documentation, or products obtained or produced during the course of this project to any third party without obtaining written consent from the DPSA. The DPSA possesses the legal entitlement to claim ownership over any intellectual property associated with this project.

The ownership of all rights, encompassing copyrights, patents, trade secret rights and intellectual property rights pertaining to any ideas, concepts, techniques, other inventions, processes, confidential information, or trade secrets generated or formulated throughout the course of this project, is vested in the DPSA.

15. ACCEPTANCE/REJECTION OF BIDS

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

16. PRESENTATION

- a. If required, service providers may be expected to make presentations of a maximum of thirty (30) minutes to the relevant Committee. The presentation should be focused solely on the requirements of the ToR.
- b. The DPSA will notify the service provider, in the event that such need arises, of the date, time and venue where the presentation must be made.



17. EVALUATION PROCESS

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 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) The service provider must submit a detailed cost breakdown for the project.
- (ii) Proof of accreditation with either one of the Sector Education and Training Authorities (SETAs) and the Quality Council for Trades and Occupations (QCTO). Accreditation with Services ETDP-SETA or PSETA will be an added advantage.
- (iii) Curricula vitae of all team members, their envisaged role, and their level of involvement in the project must be included in the proposal.
- (iv) Letter confirming that the proposal is valid for at least three (3) months.
- (v) Proposal signed by the designated responsible person (Resolution of Directors or letter confirming delegation of authority to sign for and on behalf of the company as per SBD1).
- (vi) Bidders are to submit one (1) original document and four (4) copies of the original document must be clearly indexed”
- (vii) List of clients for whom projects of a similar nature have been conducted.
- (viii) At least three (3) references of clients for whom projects of this nature and magnitude have been conducted.
- (ix) High-Level implementation plan included.
- (x) Certification or accreditation as to the ability to train or facilitate workshops virtually.
- (xi) A Company profile.
- (xii) Evidence of work previously completed in this area.
- (xiii) Fully completed and signed SBD forms; and
- (xiv) Proof of registration on the Central Supply Database of Government (CSD) must be provided.

NB: Prospective bidders responding to this bid must be registered as service providers on the Central Supplier Database (CSD). If your company is not registered on the CSD,

Terms of Reference for the Appointment of a Service Provider to Assist the Department In
Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

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.

All information provided in response to this bid will solely be used for evaluation purposes and will not be availed to any third party.

B) Phase II: Functionality Evaluation

- (i) The Bid Evaluation Committee (BEC) will conduct the functional 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 65 out of 100.
- (iii) Bidders must, as part of their bid documents, submit supporting 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 may be contacted to conduct a presentation on their bid to the BEC. The BEC shall score the presentations of the service providers based on the functional evaluation criteria.
- (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.
- (vii) The panel members will individually evaluate the responses received against the following criteria as set out below.



18. FUNCTIONALITY EVALUATION CRITERIA

The applicable values that will be utilised when scoring each criterion 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 Note: In the case of joint ventures and consortia, the combined years of operation will be taken into account	13 and more years in operation	(5)
	10 – 12 years in operation	(4)
	7 – 9 years in operation	(3)
	4 – 6 years in operation	(2)
	1 – 3 years in operation	(1)
1.2 Qualifications and experience of team members including comprehensive CVs of all Team Members	Team members possess qualifications of more than 25 years of collective experience in the relevant field of expertise.	(5)
	Team members possess qualifications and 20 - 24 years of collective experience in the relevant field of expertise.	(4)
	Team members possess qualifications and 15 - 19 years of collective experience in the relevant field of expertise.	(3)
	Team members possess qualifications and 11 - 14 years of collective experience in the relevant field of expertise.	(2)
	Team members possess qualifications and less than 10 years of collective experience in the relevant field of expertise.	(1)

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

			(1)
2. Understanding and conceptualization of the assignment (technical approach and procedures)			Weighting : 40%
Criteria		Scoring Indicators	Score
2.1	Appropriateness and quality of the proposed work plan	A comprehensive high level work plan describing all activities in a 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 a logical sequence with clear time frames commensurate with the terms of reference.	(4)
		Work plan describes all high-level activities in a logical sequence with clear time frames commensurate with the terms of reference.	(3)
		The work plan describes high-level activities with timeframes not compatible with the terms of reference.	(2)
		Work plan activities do not commensurate with the deliverables in terms of reference.	(1)
2.2	Proposed methodology and approach to achieve required outputs	The methodology and approach include 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 include 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)

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

	The methodology and approach include exposition and motivation in support of the proposal.	(3)
	It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges, and mitigating strategies. The proposed methodology and approach are 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%
The minimum threshold for the function		65%

- a. Each panel member will rate each individual criterion on a score sheet using the above scoring guideline.
- b. The value scored for each criterion will be multiplied by 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.
- c. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65 percent for functionality will be evaluated and scored in terms of pricing and Broad-based Black Economic Empowerment Status Level.

A proposal not meeting a minimum score of 65 percent for their technical proposal will not be considered further.

19. PRICE AND B-BBEE EVALUATION CRITERIA

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

- a) The Department will make use of the respective Broad-Based Black Economic Empowerment Score Card in terms of the Broad-Based Black Economic Empowerment Act and its associated Regulations in terms of specific goals referenced in Preferential Procurement Regulations, 2022. The Preference point system will therefore be based on Price and points scored for the Broad-Based Black Economic Empowerment Status Level. 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 based on their:
 - b) The lowest price (maximum 80 points)
 - c) Broad-based Black Economic Empowerment (maximum 20 points). 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 the comparative price of a bid under consideration

P_t = Comparative price of a bid under consideration

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

Broad-based Black Economic Empowerment and/or subcontracting with a Broad-based Black Economic Empowerment

A maximum of 20 points may be awarded to a bidder who meets the requirements for Broad-based Black Economic Empowerment.

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

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme



the dpsa

Department
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

- a. Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant Service Providers.
- b. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- c. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- d. Only a bidder who has fully completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- e. 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.
- f. Points scored will be rounded off to the nearest 2 decimals.
- g. 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.. In the event that two or more bidders are equal in all respects, the award shall be decided by drawing lots.

20. ENQUIRIES

For further information, service providers are welcome to contact the DPSA Director in the Office of the Director-General.

FOR TECHNICAL ENQUIRIES, PLEASE CONTACT:

Ms. Nokhuselo Maku

Tel. (012) 336 1343

Email: Nokhuselo.Maku@dpsa.gov.za

FOR SUPPLY CHAIN MANAGEMENT ENQUIRIES, PLEASE CONTACT:

Mr. Michael Jackson

Tel: 012- 336 1189

Email: Michaelj@dpsa.gov.za

Terms of Reference for the Appointment of a Service Provider to Assist the Department In Development and Implementation of the Emerging Leaders in the Public Service Programme

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

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.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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