



**OFFICE OF THE PUBLIC SERVICE COMMISSION
REPUBLIC OF SOUTH AFRICA**

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Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia, 0083

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OPSC 003/24-25

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE INVESTIGATION INTO THE GOVERNANCE AND OPERATIONAL CHALLENGES AT AN ORGAN OF THE STATE

REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION

1. Kindly furnish us with a proposal for the above-mentioned services.
2. ~~The General Contract Conditions (GCC), as well as the SBD1, SBD 3.3, SBD4 and SBD6.1 are attached for full completion thereof.~~
3. These forms must be returned with your bid. Each bid document must be submitted in an envelope together with the required documents stipulating the following information: **Name and Address of the Bidder, Bid Number and closing Date of Bid.**
4. No briefing session is scheduled.
5. The bid should be mailed to The Director-General, Office of the Public Service Commission, Private Bag X121, PRETORIA, 0001, **Attention:** Director: Supply Chain Management, to reach the destination no later than the closing date and time, alternatively must be deposited in the bid box at: Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia Pretoria 0002, no later than the closing date and time (i.e. **24 April 2025 at 11h00**).

SUPPLY CHAIN MANAGEMENT

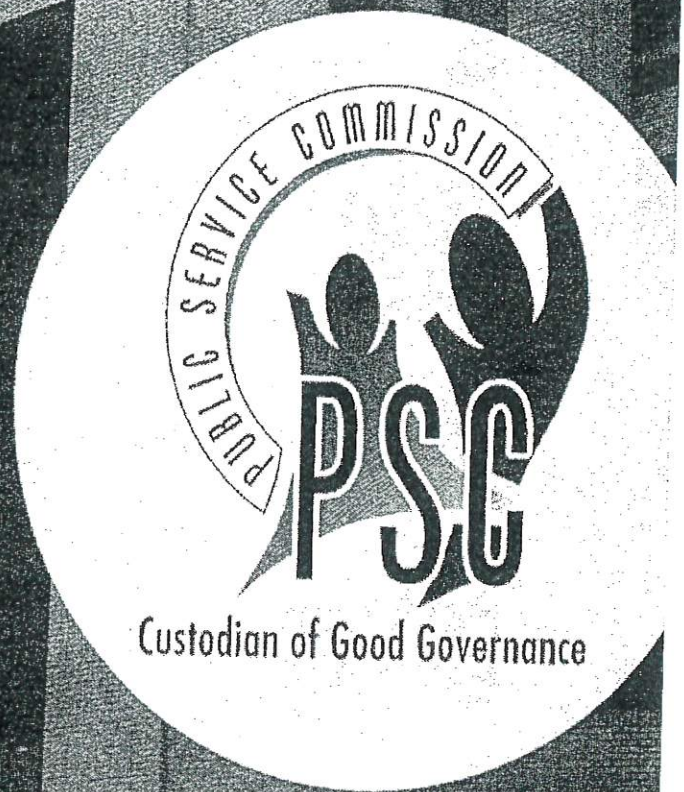
DATE: 27 MARCH 2025



PROVINCIAL OFFICES:

Free State	T: (051) 448 8696	F: (051) 448 4135	Eastern Cape	T: (043) 643 4704	F: (043) 642 1371	KwaZulu-Natal	T: (033) 345 9998	F: (033) 345 8505
Gauteng	T: (011) 833 5721	F: (011) 834 1200	Northern Cape	T: (053) 832 6222	F: (053) 832 6225	Mpumalanga	T: (013) 755 4070	F: (013) 752 5814
North West	T: (018) 384 1000	F: (018) 384 1012	Western Cape	T: (021) 421 3980	F: (021) 4214060	Limpopo	T: (015) 291 4783	F: (015) 291 4683

PARLIAMENTARY OFFICE T: (021) 418 4940 F: (021) 418 1362



**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO
CONDUCT A COMPREHENSIVE INVESTIGATION INTO
THE GOVERNANCE AND OPERATIONAL CHALLENGES
AT AN ORGAN OF THE STATE**

1. PURPOSE

- 1.1 Appointment of a suitable service provider to conduct a comprehensive investigation into the governance and operational challenges at an organ of the state, under the leadership of the Public Service Commission (PSC).

2. VISION OF THE PSC

- 2.1 An impartial and innovative champion of public administration excellence in South Africa.

3. MISSION

- 3.1 To actively promote the constitutional values and principles as well as service excellence in public administration practices which result in a capable, ethical, innovative and developmental state.

4. CONSTITUTIONAL MANDATE

- 4.1 The PSC is an independent institution established in terms of Chapter 10 of the Constitution. It derives its mandate from sections 195 and 196 of the Constitution, 1996¹, which set out the values and principles governing public administration, which it promotes, amongst the other functions it does.
- 4.2 The Commission among other things, may either of its own accord or on receipt of any complaint investigate and evaluate the application of personnel and public administration practices and it monitors and investigates adherence to applicable procedures in the public service.

5. OBJECTIVES

The primary objectives of the investigation are to:

- 5.1.1 Assess Governance Structures: Evaluate compliance with regulatory frameworks, governance effectiveness, and oversight mechanisms.
- 5.1.2 Investigate Procurement and Service Delivery Challenges: Identify inefficiencies, irregularities, and corruption in procurement processes affecting service delivery.
- 5.1.3 Examine Leadership Instability: Assess executive turnover trends, governance failures, and their impact on organisational performance.
- 5.1.4 Evaluate Professionalism and Workplace Culture: Investigate ethical conduct, professionalism, and morale among employees.

- 5.1.5 Review Recruitment and HR Practices: Assess fairness, transparency, and adherence to best practices in the recruitment of key personnel.
- 5.1.6 Provide Actionable Recommendations: Develop a comprehensive set of recommendations for this sector in terms of governance and operational reform.

6. EXPECTED OUTCOMES

The investigation is expected to produce:

- 6.1 Five detailed **interim workstream reports** in the following:
 - 6.1.1 governance review, compliance with regulatory frameworks and governance effectiveness
 - 6.1.2 procurement and service delivery challenges
 - 6.1.3 leadership stability, governance failures, and their impact on organisational performance
 - 6.1.4 professionalism and work culture
 - 6.1.5 recruitment and HR practices
- 6.2 A detailed report of high integrity standards outlining the investigation methodology, all consultations held, all research undertaken, key findings, analysis, firm and practical recommendations.
- 6.3 An executive summary highlighting critical governance and operational failures.
- 6.4 A presentation to the Executive Authority and other key stakeholders in the relevant ecosystem, on the findings, recommendations and proposed interventions, espoused within the final report.
- 6.5 Investigation Standard Operating Procedures (SOPs), and guidelines for the PSC for projects of a similar nature, and a workshop on these to selected PSC officials

7. SCOPE OF WORK

The investigation will be structured into **five workstreams**, each focusing on a specific area of governance and operational efficiency.

7.1 Workstream 1: Governance Review

- 7.1.1 Assess the effectiveness of the state organ's governance structures and accountability mechanisms.
- 7.1.2 Examine compliance with legislative and regulatory requirements.
- 7.1.3 Review governance-related reports, board minutes, and oversight mechanisms.
- 7.1.4 Identify governance lapses and recommend corrective measures.

7.2 Workstream 2: Procurement and Service Delivery

- 7.2.1 Investigate procurement inefficiencies, irregularities, and corruption risks.
- 7.2.2 Review contracts, supply chain processes, and financial transactions.
- 7.2.3 Assess the impact of procurement failures on service delivery to government departments.
- 7.2.4 Recommend improvements in procurement governance and risk management.

7.3 Workstream 3: Leadership Stability

- 7.3.1 Examine trends in executive turnover and their impact on organisational performance.
- 7.3.2 Investigate the causes of leadership instability and decision-making failures.
- 7.3.3 Conduct interviews with past and present leadership for insights.
- 7.3.4 Provide recommendations on succession planning and executive stability.

7.4 Workstream 4: Professionalism and Workplace Culture

- 7.4.1 Assess workplace ethics, professionalism, and employee morale.
- 7.4.2 Review internal surveys, HR reports, and disciplinary records.
- 7.4.3 Engage with unions, staff, and management to evaluate organisational culture.
- 7.4.4 Recommend strategies to improve professionalism and workplace environment.

7.5 Workstream 5: Recruitment and HR Practices

- 7.5.1 Review recruitment policies, selection processes, and appointment of key personnel.
- 7.5.2 Assess adherence to transparency, fairness, and compliance with regulations.
- 7.5.3 Identify challenges in recruitment and propose best practices for improvement.

8. FEES AND PAYMENT

- 8.1 Bidders must submit their financial proposals including all applicable taxes.
- 8.2 The payment will be processed as per each workstream finalised and report submitted.

9. MINIMUM COMPETENCY, EXPERIENCE AND REQUIREMENTS

9.1 General Requirements

- 9.1.1 The investigation into the governance and operational challenges requires a multidisciplinary team of highly skilled experts with extensive experience in public sector governance, forensic investigations, procurement audits, organisational psychology and behaviour, human resource management and leadership assessment.
- 9.1.2 The appointed service provider must demonstrate technical expertise, ethical investigative capabilities, and analytical proficiency to conduct a comprehensive and independent assessment of governance failures and operational inefficiencies.

- 9.1.3 The Service Provider must produce a **detailed proposal** confirming their understanding of the scope of work consisting of among others, the overall proposed approach and methodology, envisaged timelines and a breakdown of the budget for each Workstream constituting the overall costing of the Project with the resources allocated to each Workstream, including a Skills Transfer Plan, which should include the approach and methodology to be used with supporting material and technical support.
- 9.1.4 Each expert related to the different work streams must have a strong understanding of South African public administration, procurement laws, regulatory compliance, and forensic auditing standards, ensuring that the investigation aligns with the imperatives of the Constitution, the Public Finance Management Act (PFMA), Companies Act, Public Service Regulations, National Treasury Regulations, and other applicable laws.
- 9.1.5 All team members of the bidder **MUST** have a minimum of 5 years post-professional registration full-time experience in undertaking similar investigations and provide evidence thereof.
- 9.1.6 One expert, designated as the Project Leader, should have at least 10 years of full-time experience in conducting forensic investigations and compiling reports, provide evidence thereof, and must be registered with a relevant professional body.
- 9.1.7 At least one team member is a registered industrial and organisational psychologist registered with the Health Professions Council of South Africa allowing them to legally practice within workplace settings, focusing on employee behaviour, culture, performance, and organisational dynamics.
- 9.1.8 Demonstrate expertise in undertaking forensic investigations into governance, procurement, leadership, and human resources as well as undertaking organisational culture assessments, in the public sector. Qualifying service providers must thus have prior experience in investigating and assessing governance failures, corruption, and organisational dysfunction, in the public sector.
- 9.1.9 Demonstrate strong analytical, research, and report-writing skills, with the ability to synthesise large amounts of data and produce clear and actionable recommendations within mutually agreed timeframes.

- 9.1.10 Demonstrate experience in handling confidential investigations, ensuring data security, and complying with ethical standards in forensic analysis.
- 9.1.11 Demonstrate expertise and experience in stakeholder engagement and conduct interviews, at Board and Executive levels, engaging senior government officials, and whistleblowers.
- 9.1.12 Demonstrate experience working in undertaking multidisciplinary investigations and working with multidisciplinary teams in complex investigations involving governance, finance, leadership, HR, organisational culture, and procurement.
- 9.1.13 Demonstrate a strong understanding of risk management, accountability frameworks, and anti-corruption strategies in the public sector.
- 9.1.14 Demonstrate experience in presenting findings to government leadership, senior government officials, parliamentary committees, and public sector oversight bodies.

10. APPOINTMENT AND DURATION

- 10.1 The successful bidder will be appointed for a maximum period of 07 months.

11. AVAILABILITY AND ACCESSIBILITY

- 11.1 The PSC will enter into a Service Level Agreement (SLA) with the successful bidder.
- 11.2 Although the bidder might not be provided with office space at the PSC, it remains a requirement that the service provider be readily accessible during normal working hours (08h00 to 17h00) at all times. The operational requirements of the PSC might necessitate that the service provider be contacted after normal working hours. Given the above, the bidder will be required to appoint a senior member of its staff who will be able to facilitate the provisioning of any information to the management of the PSC.
- 11.3 The successful bidder will have unlimited access to all the necessary information of the PSC within its normal working hours (08h00 to 17h00).

12. LEGISLATIVE AND REGULATORY FRAMEWORK

- 12.1 This bid and all contracts emanating there will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

13. TAX LEGISLATION

- 13.1 Bidders must be compliant when submitting a proposal to the PSC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991). It is a condition of this bid, that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations. The tax compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 13.2 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 13.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD.
- 13.4 Where Consortia/ Joint Ventures/ Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

14. PROCUREMENT LEGISLATION

- 14.1 The PSC has a detailed evaluation methodology premised on Treasury Regulation 16A.3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

15. VALUE ADDED TAX

- 15.1 All bid prices must be inclusive of 15% Value Added Tax (VAT). Failure to comply with this condition may invalidate the bid.

16. SUBMISSION OF BIDS

- 16.1 Bidders must submit in hard copy format (paper document) which is inclusive of one (1) original document and four (4) copies of the original document to the PSC on or before the closing date and time. The hard copy of the bid will serve as the legal bid document. Each bid should be submitted in a separate suitable cover on which the name and address of the bidder, the bid number and closing date must be clearly endorsed.

17. LATE BIDS

- 17.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration, and where practicable, be returned unopened to the bidder.

18. COUNTER CONDITIONS

- 18.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions by bidders may result in the invalidation of such bids. The PSC reserves the right to change any information in, or to issue any addendum to the bid before the closing date and time. If the PSC exercises its right to change information in terms of the above clause, it may seek amended bid documents from all bidders.

19. SUPPLIER DUE DILIGENCE

- 19.1 The PSC reserves the right to conduct supplier due diligence prior the final award or at any time during the contract period.

20. COMMUNICATION

- 20.1 The PSC will communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Any communication to any government official or a person acting in an advisory capacity for the PSC in respect of this bid between the closing date and the award of the bid, by the bidder is discouraged.

- 20.2 All communication between the bidder and the PSC must be done in writing.

21. SERVICE LEVEL AGREEMENT

- 21.1 Upon award the PSC and the successful bidder will conclude a Service Level Agreement (SLA) within 90 days regulating the specific terms and conditions applicable to the services being procured by the PSC in line with the requirements indicated in the terms of reference.

22. EVALUATION CRITERIA

ALL PROPOSALS WILL BE EVALUATED TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE BID DOCUMENTS AND TERMS OF REFERENCE

PHASE 1: COMPLIANCE WITH MINIMUM REQUIREMENTS OF BID

Bidders not complying with the requirements/ conditions of the bid documents and Terms of Reference will be eliminated from the evaluation process and therefore will not be considered further. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

22.1 Table 1: Mandatory documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification
SBD 4 Bidders Disclosure Form	Complete, sign off and date
Registration on Central Supplier Database (CSD)	<p>Service providers must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>In case of a Joint Venture (JV)/ Consortium /Partnership, each member must submit proof of registration with the National Treasury's CSD.</p> <p>Submit proof of registration in the CSD with your bid proposal.</p>
Pricing Schedule	Submit full details of the pricing proposal
Registration with professional bodies	<ol style="list-style-type: none"> 1) Certified Internal Auditor (CIA); 2) South African Institute of Chartered Accountants (SAICA); 3) Chartered Institute of Management Accountants (CIMA); 4) South African Institute of Professional Accountants (SAIPA); 5) Association of Chartered Certified Accountants (ACCA); 6) Independent Regulatory Board for Auditors; 7) Admitted Attorney; 8) Certified Fraud Examiner (CFE); 9) Institute of Commercial Forensic Practitioners (ICFP); 10) Registered with the Health Professions Council of South Africa (HPCSA) as an Industrial Psychologist in Independent Practice; and 11) Any other recognised equivalent professional bodies in South Africa

22.2 ADMINISTRATIVE REQUIREMENTS

Preference Point Claim Form – SBD 6.1		<p>Non-submission will lead to a zero (0) score on specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2022. The goals that will be promoted by the OPSC are: To ensure full compliance with the stipulations of the aforesaid Act and Regulations, the OPSC has identified the following specific goals where preference points will be allocated:</p> <ul style="list-style-type: none"> (i) Black owned enterprises; (ii) Women owned businesses; (iii) People with disabilities; and (iv) Youth.
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PHASE 2: FUNCTIONALITY EVALUATION

The technical/ functional proposals will be evaluated individually on score sheets using the following value scale by a member of the evaluation panel, according to the evaluation criteria indicated below.

Performance	Description	Score
Excellent	Answer far exceeds the functionality requirements	5
Very Good	Answer meets and exceeds the functionality requirements	4
Good	Answer meets all functionality requirements	3
Average	Answer partially meets the functionality requirements	2
Poor	Answer fails to meet the functionality requirements	1

The score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of **70%** will be evaluated further and scored in terms of **Pricing and Specific goals** indicated hereunder. Bidder that achieves a score **below 70%** will be eliminated.

Short listed service providers will be evaluated based on the following evaluation criteria:

FUNCTIONALITY EVALUATION CRITERIA

#	Evaluation Criteria	Sub-Weight Allocation	Elements	Total Weight
1.	Detailed Proposal incorporating the Bidders interpretation of the Terms of	20	<p>Proposed methodology statement and approach to conduct this project addressing the following elements:</p> <ul style="list-style-type: none"> o Evidence Collection: 	20

	<p>Reference, their Approach and Methodology, Costing and envisaged timelines per workstream, Project Risks Assessment – Including the Skills Transfer Plan</p>		<ul style="list-style-type: none"> ○ Detailed plan for acquiring and securing relevant evidence, including digital forensics procedures, document collection, and witness interviews. ○ Adherence to chain of custody protocols ○ Data Analysis: <ul style="list-style-type: none"> ○ Outline the analytical techniques to be employed in forensic software tools. ○ Explanation of how the data will be validated and interpreted. ○ Report Writing: <ul style="list-style-type: none"> ○ Structure of the report, including executive summary, findings and analysis, conclusions, and recommendations. ○ Clarity regarding the level of detail to be provided and presentation format. ○ Project Timeline: <ul style="list-style-type: none"> ○ Provide an estimated timeframe for completing the investigation, including timelines for each workstream and delivering the final report, which must be within the period specified in section10. ○ Costing of Deliverables: <ul style="list-style-type: none"> ○ Provide detailed Itemized costs for each delivery. Assume that 30% of the total costs will be paid with the final invoice, upon delivery and approval of the final report, its annexures, the presentation and executive summary. ○ Skills transfer plan ○ Identify transferrable skills related to the project. ○ Identify training model and interventions job shadowing prior to close-out of the project. ○ Develop approach to develop investigation SOPs, and guidelines. ○ Risk assessment plan ○ The plan should identify the risks associated with this investigation and the mitigation strategies. 	
			<ul style="list-style-type: none"> • Excellent = 5 	

			<ul style="list-style-type: none"> • Very good = 4 • Good = 3 • Average = 2 • Poor = 1 	
2.	Work Stream 1 qualifications and experience of the team leader		<p>Governance, Oversight Analysis and Forensic Investigation</p> <p>Required expertise and Experience</p> <p>Required Expertise</p> <ul style="list-style-type: none"> a) Team leader must have a minimum of NQF Level 8 qualification in or any combination of Law, Accounting, Auditing, Internal Auditing, security studies, criminology or policing. b) Each expert in the team must be registered with a professional body. c) Thorough understanding of regulatory compliance, corporate governance frameworks, and accountability mechanisms. d) Expertise in South African governance laws, public administration legislation, and regulatory frameworks. e) Expertise in risk management and internal controls, particularly in assessing the effectiveness of governance structures in public entities. f) Experience in governance assessments, reviewing board decisions, and evaluating policy adherence. g) The experts must be able to collaborate ethically and effectively with professionals from different fields, including governance, forensic auditing, HR, and legal compliance. h) All investigators must have excellent written and verbal communication skills, with the ability to draft clear and concise investigative reports with actionable recommendations within mutually agreed timeframes. <p>Minimum Experience (Weight = 5)</p> <p>The team leader must have a minimum of 10 years of experience in public sector governance, compliance, or corporate governance oversight including conducting board effectiveness assessments, governance reviews, and regulatory compliance evaluations.</p> <p>(Curriculum Vitae/s must be attached).</p>	15

			<p>Team leader experience):</p> <ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 • Above 15 years = 5 <p>Professional registration (Weight = 5)</p> <ul style="list-style-type: none"> • Proof of Professional registration <p>Academic qualifications (Weight = 5):</p> <ul style="list-style-type: none"> • National Diploma/Degree = 0 • Honours/ Post Grad Diploma = 3 • Masters = 4 • PhD/Doctorate = 5 	
3.	Work Stream 2 qualifications and experience of the team leader		<p>Procurement and Service Delivery Forensic Audit</p> <p>Required expertise and experience</p> <p>a) Team leader must have a minimum of NQF Level 8 qualification in any or combination of Law, Accounting, Auditing, Internal Auditing, Supply Chain Management/ Risk management.</p> <p>b) Each expert in the team must be registered with a professional body.</p> <p>c) Thorough understanding of public sector procurement processes, the Constitution, procurement laws, including National Treasury Regulations,</p> <p>d) Thorough understanding of procurement related forensic investigations, regulatory compliance, and risk-based procurement evaluations, and can identify procurement manipulation, price inflation schemes, and unethical supply chain practices.</p> <p>e) Expertise in risk management and internal controls, particularly in assessing the effectiveness of governance structures in public entities.</p> <p>f) Experience in governance assessments, reviewing board decisions and evaluating policy adherence.</p> <p>g) The experts must be able to collaborate ethically and effectively with professionals from different fields, including governance, forensic auditing, HR, and legal compliance.</p>	15

			<p>h) All investigators must have excellent written and verbal communication skills, with the ability to draft clear and concise investigative reports with actionable recommendations within mutually agreed timeframes.</p> <p>Minimum Experience (Weight = 5)</p> <p>The team leader must have a minimum of 10 years of experience in public sector forensic investigations focusing on compliance with procurement frameworks and financial fraud detection in the public service.</p> <ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 • Above 15 years = 5 <p>(Curriculum Vitae/s must be attached).</p> <p>Professional registration (Weight = 5)</p> <ul style="list-style-type: none"> • Proof of Professional registration <p>Academic qualifications (Weight = 5):</p> <ul style="list-style-type: none"> • National Diploma/Degree = 0 • Honours/ Post Grad Diploma = 3 • Masters = 4 • PhD/Doctorate = 5 	
4	Work Stream 3 qualifications and experience of the team leader		<p>Leadership Stability and Institutional Integrity</p> <p>Required expertise and experience</p> <p>a) Team leader must hold a minimum of an NQF Level 9 qualification with a focus on Business Administration/ Business Management/ Leadership Studies, Organisational Management and Development /HRM.</p> <p>b) Thorough understanding of executive turnover, succession planning, talent mobility, and talent management as demonstrated by various investigations and consultancies covering these themes</p> <p>c) Thorough understanding of the distinction between functional and dysfunctional turnover and the long terms impacts thereof, as well as leadership effectiveness and dysfunction in public institutions.</p> <p>d) The experts must be able to collaborate ethically and effectively with professionals</p>	15

			<p>from different fields, including governance, forensic auditing, HR, and legal compliance.</p> <p>e) All investigators must have excellent written and verbal communication skills, with the ability to draft clear and concise investigative reports with actionable recommendations within mutually agreed timeframes.</p> <p>Minimum Experience (Weight = 5):</p> <p>The Workstream Team Leader must have a minimum of 10 years of experience in a Tier One Professional Services Firm management consulting at a large business consulting firm with focus on both private and public sector organizational focused reviews, organisational restructuring, executive turnover, succession planning, talent mobility, corporate strategy, operating models and talent management as demonstrated by various investigations and consultancies covering these themes. Experience in multidisciplinary project teams to deliver strategic solutions. In addition to the above, the Workstream Team Leader must demonstrate domain knowledge in Public Sector Transformation and Restructuring</p>	
			<ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 • Above 15 years = 5 <p>(Curriculum Vitae/s must be attached).</p> <p>Domain Knowledge: Public Sector Transformation and Restructuring (Weight = 5):</p> <ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 • Above 15 years = 5 <p>Academic qualifications (Weight = 5):</p> <ul style="list-style-type: none"> • Below Masters = 0 • Masters = 4 • PhD/Doctorate = 5 	

5	Work Stream 4 qualifications and experience of the team leader	<p>Professionalism, Workplace Culture, and Ethical Conduct</p> <p>Required expertise and experience</p> <ul style="list-style-type: none"> a) Team leader in the team must have a minimum of NQF Level 9 qualification in any combination of Industrial and Organisational Psychology, or Psychology. b) Each expert in the team must be registered with the HPCSA as an Industrial and Organisational Psychologist c) Thorough understanding of industrial and organisational psychology including psychological assessment at work, organisational culture, workplace ethics, transformation initiatives employee morale evaluations. d) Thorough understanding of public sector ethics, whistleblower protections, and ethical compliance frameworks. e) Expertise in labour relations and employee engagement and conflict resolution f) The experts must be able to collaborate ethically and effectively with professionals from different fields, including governance, forensic auditing, HR, and legal compliance. g) All investigators must have excellent written and verbal communication skills, with the ability to draft clear and concise investigative reports with actionable recommendations within mutually agreed timeframes. <p>Minimum Experience (Weight = 5)</p> <p>The workstream leader must have a minimum of 10 years of post-professional registration experience in organisation-wide industrial and organisational psychology interventions including psychological assessment at work, organisational culture, workplace ethics, transformation initiatives employee morale.</p> <p>Experience developing successful organisational culture turnarounds, and organisational transformation initiatives in dysfunctional organisations.</p> <p>(Curriculum Vitae/s must be attached).</p> <ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 	15
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			<ul style="list-style-type: none"> Above 15 years = 5 Points <p>Professional registration (Weight = 5):</p> <ul style="list-style-type: none"> Proof of Professional registration <p>Academic qualifications (Weight = 5):</p> <ul style="list-style-type: none"> Below Masters = 0 Masters = 4 PhD/Doctorate = 5 	
6	Work Stream 5 qualifications and experience of the team leader		<p>Recruitment and HR Practices Assessment</p> <p>Required expertise and experience</p> <ol style="list-style-type: none"> Team leader must have a minimum of NQF Level 8 qualification in or any combination of Law, Labour Law, Organisational and Management, and Development/HRM. Each expert in the team must be registered with a professional body. Thorough understanding of human resources and talent acquisition, particularly legislative compliance in the public sector context, as well as forensic investigations related to recruitment policies and procedures, and irregular recruitment practices. Expertise in public sector recruitment practices, competency-based selection, and public sector HR regulations. The experts must be able to collaborate ethically and effectively with professionals from different fields, including governance, forensic auditing, HR, and legal compliance. All investigators must have excellent written and verbal communication skills, with the ability to draft clear and concise investigative reports with actionable recommendations within mutually agreed timeframes. <p>Minimum Experience (Weight = 5)</p> <p>The workstream Leader must have a minimum of 10 years of experience in forensic investigations related to public sector HR policy analysis, irregular recruitment practices, HR compliance audits, recruitment risk assessments, and background verification on executive appointments.</p> <ul style="list-style-type: none"> Less than 10 years = 0 10 years = 3 	15

			<ul style="list-style-type: none"> • Above 10 to 15 years = 4 • Above 15 years = 5 <p>(Curriculum Vitae/s must be attached).</p> <p>Professional registration (Weight = 5):</p> <ul style="list-style-type: none"> • Proof of Professional registration <p>Academic qualifications (Weight = 5):</p> <ul style="list-style-type: none"> • National Diploma/Degree = 0 • Honours/ Post Grad Diploma = 3 • Masters = 4 • PhD/Doctorate = 5 	
4.	Bidder's experience	5	<p>The bidder must have at least ten (10) years' experience in each work stream by the closing date of the bid. Provide a certified copy of an appointment letter and reference letter from clients serviced (current/previous).</p> <p>The reference letter must contain the following information:</p> <ul style="list-style-type: none"> ○ Entity's name ○ Project name ○ Amount of the tender ○ Duration of the contract ○ signed letter ○ Name of Contact Person and Telephone numbers <ul style="list-style-type: none"> • Less than 10 years = 0 • 10 years = 3 • Above 10 to 15 years = 4 • Above 15 years = 5 	5
TOTAL				100

PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION

Only Bidders that have met the 70-point threshold in Phase 2 will be evaluated in Phase 3 for price and Specific Goals. Price and Specific Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as Amended, responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)

- Specific Goals (maximum 20 points) – certificate to be provided

Stage 1: Price evaluations (80 points)

Criteria

Price Evaluation

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

The following formula will be used to calculate the points for price:

Where:

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

2. Stage 2 – Specific Goals Evaluation (20 Points)

(a) Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the specific goals as promoted by the OPSC in accordance with the table below:

Black owned enterprises	Max = 8 points
EME/QSE/Generic 100% owned	8 points
EME/QSE/Generic => 51% owned	6 points
EME/QSE/Generic < 51% owned	3 points
Women owned businesses	Max = 6 points
EME/QSE/Generic 100% owned	6 points
EME/QSE/Generic => 51% owned	4 points
EME/QSE/Generic < 51% owned	2 points
Youth	Max = 3 points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point
People with Disability	Max = 3 Points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point

- (b) Specific goals points may be allocated to bidders on submission of the following documentation or evidence:
- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
 - B-BBEE Certificate
- (c) The State may before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference. The points scored will be rounded off to the nearest 2 decimals. 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 preference points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

NOTE: The OPSC reserves the right not to award the contract

THE TOTAL COST WILL BE USED TO CALCULATE POINTS FOR PRICE

TOTAL COST FOR A PERIOD OF SEVEN (7) MONTHS) INCLUSIVE OF VAT

FAILURE TO COMPLY TO THE COSTING STRUCTURE WILL LEAD TO THE DISQUALIFICATION OF THE BID

26. DOCUMENTATION TO BE SUBMITTED

26.1 Please note the following:

26.1.1 All of the documentation must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the only form or format in which these documents must be submitted. Failure to adhere to these requirements may result in the disqualification of the entire proposal.

26.2 Proposal drafted in response to the Terms of Reference (ToR).

26.2.1 Bidders are required to draft a proposal that will clearly indicate how they will fulfil the requirements as set out in the ToR.

26.2.2 Bidders should include the following information when drafting their proposals:

- (i) Proposals should make clear the relevant skills, experience in respect of these particular ToR. This is an important evaluation criterion. Bidders should ensure that their proposals focus on how they will address the requirements of these ToR, rather than on achievements.
- (ii) Expertise in the field of Auditing.
- (iii) Ability to service the PSC.
- (iv) Proposals must contain the details of the proposed approach/ methodology to be adopted to deliver the service in accordance with the ToR.

26.3 Validity of proposals

26.3.1 The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids.

26.4 Number of proposals

26.4.1 Each bidder must provide 5 (five) hard copies of their entire proposal. All submitted proposals will become the property of the PSC, and will not be returned. No late submissions will be accepted under any circumstances.

26.4.2 The PSC will not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.

26.4.3 Envelopes must not contain documents relating to any Request for Proposal (RFP) other than the one referred to in this RFP.

26.4.4 The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.

27. CONTACT DETAILS FOR ANY ENQUIRIES

NATIONAL OFFICE:

Postal address: The Office of the Public Service Commission, Private Bag X121, Pretoria, 0001

Physical address: Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia, 0083

Bid and technical enquiries:

All enquiries related to the technical content of the Terms of Reference as well as bid enquiries may be directed in writing to the officials listed below:

Technical Enquiries:

Dr Ndodana Nleya- Director: Specialist Researcher

Email: NdodanaN@opsc.gov.za

Tel No. (012) 352 1377

Bid Enquiries:

Mr Sphamandla Ngcobo – Deputy Director: Supply Chain Management

Email: SphamandlaN@opsc.gov.za

Tel No. (012) 352 1036

END

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PUBLIC SERVICE COMMISSION					
BID NUMBER:	OPSC 003/24-25	CLOSING DATE:	24 APRIL 2025	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE INVESTIGATION INTO THE GOVERNANCE AND OPERATIONAL CHALLENGES AT AN ORGAN OF THE STATE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PUBLIC SERVICE COMMISSION HOUSE					
OFFICE PARK BLOCK B					
536 FRANCIS BAARD STREET					
ARCADIA, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SPHAMANDLA NGCOBO		CONTACT PERSON	NDODANA NLEYA	
TELEPHONE NUMBER	012 352 1036		TELEPHONE NUMBER	012 352 1377	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SPHAMANDLAN@OPSC.GOV.ZA		E-MAIL ADDRESS	NDODANAN@OPSC.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:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PUBLIC SERVICE COMMISSION

BID NUMBER:	OPSC 00/24-25	CLOSING DATE:	24 APRIL 2025	CLOSING TIME:	11:00
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DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE INVESTIGATION INTO THE GOVERNANCE AND OPERATIONAL CHALLENGES AT AN ORGAN OF THE STATE
-------------	--

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	SPHAMANDLA NGCOBO	CONTACT PERSON	KGABO MANAMELA
TELEPHONE NUMBER	012 352 1036	TELEPHONE NUMBER	012 352 1127
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SPHAMANDLAN@OPSC.GOV.ZA	E-MAIL ADDRESS	KGABOM@OPSC.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.

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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.
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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:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: OPSC 003/24-25.....

CLOSING TIME 11:00

CLOSING DATE: 24 APRIL 2025...

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

ITEM NO	DESCRIPTION	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.....

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

Name of Bidder:

- 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.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE PUBLIC SERVICE COMMISSION
 Office Park Block B
 536 Francis Baard Street
 Arcadia
 0083

Technical Enquiries:

Mr Ndodana Nleya, Director: Specialist Researcher, email: Ndodanan@opsc.gov.za
 Tel No. (012) 352 1166

Bid Enquiries:

Mr Sphamandla Ngcobo, Deputy Director: Supply Chain Management, email: SphamandlaN@opsc.gov.za
 Tel No. (012) 352 1036

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 RFQ's and tender:

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	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 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{\min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Owned	8 points	
Women	6 points	
People with Disability –	3 points	
Youth	3 points	

Refer to the attached Guideline (Page 6 of 6) on how to claim points for the above specific allocated goals.¹

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

¹ For points claimed by the bidder, the required certified proof must be submitted together with SBD 6.1. Failure to submit **certified proof** will result in the claimed points not allocated to the bidder

indicated in paragraph 1 of this form;

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

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

SPECIFIC GOALS AND POINTS ALLOCATION



GOAL	Points out of 20 (80/20)	Certified Required Proof	Points Claimed	Proof Attached Yes / No
Black Owned	Max = 8 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	8 Points			
EME/QSE/Generic => 51% owned	6 Points			
EME/QSE/Generic < 51% owned	3 Points			
Women Owned	Max = 6 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	6 Points			
EME/QSE/Generic => 51% owned	4 Points			
EME/QSE/Generic < 51% owned	2 Points			
Youth	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			
People with Disability	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice To claim points on disability the person / bidder needs to provide proof of disability (medical report, letter from authorised body or person before points can be claimed in this category)		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			

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 markets 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. |
| <hr/> | |
| 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.

Js General Conditions of Contract (revised July 2010)