



THE CHAIRPERSON OF THE DEPARTMENTAL BID SPECIFICATION COMMITTEE

LG-02 2026-2027- TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT.

APPROVED

☒

NOT APPROVED



**Janine
Winder**

Digitally signed by
Janine Winder
Date: 2026.10.15
13:36:27 +02'00'

CHAIRPERSON:

DATE





YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LOCAL GOVERNMENT

BID DOCUMENTS OBTAINABLE FROM Ms. C. Johnson (lg.finance@westerncape.gov.za)	ADMINISTRATIVE ENQUIRIES Mr. A Seale (lg.finance@westerncape.gov.za)	SPECIFICATION ENQUIRIES Mr. G Brown (lg.finance@westerncape.gov.za)
ADVERTISEMENT DATE 16 October 2026	CLOSING DATE AND TIME 20 November 2026	VALIDITY PERIOD 60 days

Bid Number: LG-02 2026-2027

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT

Bid documents must be deposited on or before the closing time: The bid box is open 24 hours a day, 7 days a week. The onus is on the Bidder to ensure that the bid is deposited in the correct tender box on or before the closing date and time. The blue tender box clearly marked "Local Government" is situated in the foyer / passage of 80, St Georges Mall, Waldorf Building, Cape Town 8000.

Physical Address

**Department of Local Government
Ground Floor, 80 St Georges Mall
Waldorf Building
Cape Town, 8000**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. No Telegraphic, telex, facsimile or e-mailed bids will be accepted.

ALL BIDS MUST BE SUBMITTED IN A CLEARLY MARKED ENVELOPE WITH THE BIDDERS ADDRESS DETAILS ON THE BACK. ALL BIDS MUST BE ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED) OR SEPARATED. FAILURE TO ADHERE TO THESE INSTRUCTIONS MAY RESULT IN THE BID BEING DISQUALIFIED.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD 7.1) AND / SERVICE LEVEL AGREEMENT IF APPLICABLE.

Janine Winder Digitally signed by Janine Winder
Date: 2026.10.15 14:13:35 +02'00'

CHAIRPERSON: BID SPECIFICATION COMMITTEE

DATE:

HEAD: SUPPLY CHAIN MANAGEMENT

DATE: 16.10.2026



**PART A
INVITATION TO BID**

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	LG 02 2026-2027	CLOSING DATE:	20 NOVEMBER 2026	CLOSING TIME:	11:00 AM
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF LOCAL GOVERNMENT

BLUE TENDER BOX CLEARLY MARKED "LOCAL GOVERNMENT"

SITUATED IN THE FOYER / PASSAGE, GROUND FLOOR, 80 ST GEORGES MALL, WALDORF BUILDING, CAPE TOWN

8000

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSONS	MR A SEALE/ MS C JOHNSON
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	LG.FINANCE@WESTERNCAPE.GOV.ZA

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSONS	MR G BROWN
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	LG.FINANCE@WESTERNCAPE.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:		AND	CENTRAL DATABASE No:	SUPPLIER MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**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, 2022, 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 (WCBD7).
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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:

.....



PROVINCIAL GOVERNMENT OF WESTERN CAPE

DEPARTMENT OF LOCAL GOVERNMENT

BID NUMBER: LG-02 2026-2027

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT

ANNEXURE REFERENCE	TENDER DOCUMENT NAME	RETURNABLE DOCUMENT (INDICATE PAGE NUMBER)
A	FORM OF OFFER AND ACCEPTANCE (WCBD 1)	
B	PRICING SCHEDULE (WCBD 3.1)	
C	CONSOLIDATED DECLARATION OF INTEREST, BIDDER'S PAST SUPPLY CHAIN PRACTICES AND INDEPENDENT BID DETERMINATION (WCBD 4)	
D	PREFERENCE POINTS CLAIM FORM (WCBD 6.1)	
E	TERMS OF REFERENCE	
F	GENERAL CONDITIONS OF CONTRACT (GCC)	
G	B-BBEE CERTIFICATE	
H	PROVIDE THE MAAA CENTRAL SUPPLIER DATABASE (CSD) REPORT AND OR MAAA NUMBER	
PLEASE ENSURE THAT ALL OTHER RELEVANT SUPPORTING DOCUMENTS AS PER THE TERMS OF REFERENCE AND PRICING SCHEDULE (WCBD 3.1) ARE CLEARLY LABELLED AND INCLUDED IN YOUR PROPOSAL.		

NB: ALL BID DOCUMENTS (PROPOSALS) MUST BE ANNEXED AS INDICATED ABOVE.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT

1. PURPOSE

The purpose of this Terms of Reference (ToR) is to invite proposals from suitably qualified and experienced service providers to support the Department of Local Government (the Department) across four interrelated areas of work, namely implementation of municipal data governance, monitoring and evaluation (M&E) reporting, Municipal M&E Framework implementation, and knowledge management.

Key to this appointment is the design, development, implementation and handover of a reporting mechanism that consolidates municipal performance data and presents this information through dashboards, reports and spatial mapping at municipal, district and provincial level, and that generates maturity assessments in line with the Department's Municipal M&E Framework.

In support of, and integrated with, the reporting mechanism, the appointment further requires the service provider to assist the Department to:

- Cascade the Provincial-Wide Data Governance (PWDG) Framework to Department-selected pilot municipalities (comprising one district municipality and two local municipalities representing the different capacity profiles - one high-capacity local municipality and one low-capacity local municipality), in conjunction with the Department of the Premier's Provincial Data Office. This will inform the development of a blueprint to establish standardised and governed data practices at municipal level, for subsequent roll-out to other municipalities.

- Implement the Municipal M&E Framework for the structured monitoring of municipalities, including the translation of findings into monitorable municipal support plans; and
- implement the Department's Knowledge Management (KM) Strategy, including the enhancement of the existing internal-facing Knowledge Management Hub (for institutional knowledge) and the external-facing Municipal Data Hub (the central repository into which municipal data flows and from which the reporting mechanism draws), on SharePoint.

The reporting mechanism and the related support are intended to enable the Department's top management to make timely, evidence-based decisions in respect of the oversight and support of the 30 municipalities in the Western Cape.

2. BACKGROUND

In terms of section 154 of the Constitution, the Province is required to support and strengthen the capacity of municipalities to perform their functions and manage their own affairs. The Department gives effect to this mandate, in part, through its Municipal M&E Framework, which provides for the structured monitoring of municipal performance across defined Key Performance Areas (KPA's), using a three-category Red-Amber-Green (RAG) rating model and a set of Early Warning Indicators (EWIs).

Municipalities report performance information to the Department through, among other sources, the MFMA Circular 88 reporting templates. At present, the consolidation and presentation of this information is performed largely manually, which limits the Department's ability to produce timely, consistent and comparable performance information for management, and to translate that information into targeted municipal support.

At a provincial level, the Provincial-Wide Data Governance (PWDG) Framework has been adopted. This framework, for which the Department of the Premier's Provincial Data Office (PDO) is the custodian, must be cascaded to municipalities in the Western Cape, beginning with the selected pilot municipalities, of which (one district and one local municipality should reflect a

high-capacity profile and one should reflect a low-capacity profile). This approach is intended as a blueprint, to establish standardised, governed and trusted data practices and to provide the Department with a practical blueprint for future roll-outs to municipalities with varying capacity levels across the Western Cape. Sound data governance at municipal level directly improves the quality of the data that municipalities submit, and therefore the reliability of the Department's performance information.

The Department has also adopted a Knowledge Management Strategy, the implementation of which requires a central, well-governed repository for municipal data and institutional knowledge. The Department maintains an internal-facing Knowledge Management Hub for institutional knowledge and an external-facing Municipal Data Hub, both hosted on its SharePoint environment. The Municipal Data Hub is envisaged as the central repository into which municipal data flows, and from which Circular 88 data and other datasets are drawn into the reporting mechanism.

These areas of work are interdependent: data governance improves the quality of submitted data; that data is stored in, and curated through, the knowledge management environment; the reporting mechanism draws on that data to produce performance information; and that performance information supports implementation of the Municipal M&E Framework, including maturity assessments and the resulting municipal support plans. The Department has accordingly elected to procure this scope of work as a single, integrated professional service.

3. DEFINITIONS AND ACRONYMS

Term / Acronym	Meaning
B-BBEE	Broad-Based Black Economic Empowerment
BI	Business Intelligence
Circular 88	MFMA Circular 88 – the standardised local government performance reporting templates
CSD	Central Supplier Database
Department / DLG	Department of Local Government, Western Cape Government
EWI	Early Warning Indicator
KM	Knowledge Management

Term / Acronym	Meaning
KPA	Key Performance Area
M&E	Monitoring and Evaluation
M365	Microsoft 365
MFMA	Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)
PDO	Provincial Data Office (Department of the Premier)—custodian of the PWDG Framework
POPIA	Protection of Personal Information Act, 2013 (Act 4 of 2013)
PPFA	Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)
PWDG	Provincial-Wide Data Governance (Framework)
RAG	Red-Amber-Green (rating model)
SCM	Supply Chain Management
SLA	Service Level Agreement
ToR	Terms of Reference
UAT	User Acceptance Testing
WCSD	Western Cape Supplier Database

4. COMPULSORY BRIEFING SESSION

A **virtual compulsory briefing session** will be held on the **Microsoft Teams** online platform **on 28 October 2026 at 11h00**. The session will strictly commence at the aforementioned stated time. Attendees will be allowed access to the meeting from 10h45 with the chairperson closing access at 11h00.

Prospective service providers must indicate their intention of attending the compulsory virtual briefing session by sending an e-mail to lg.finance@westerncape.gov.za, with the reference number: **LG 02 2026-2029** stated in the subject line of such e-mails before or on **23 October 2026**. Said e-mail should clearly state the prospective service provider's representatives full name, official e-mail address, and contact number.

Only representatives of service providers received on or before the before-mentioned due date will be invited to the briefing session. Said invitation should not be shared with any other person, not specifically invited as per official request. The chairperson will use this information to prepare a pre-populated register to monitor and control access to the session.

Access to the session will, therefore, be restricted to only the representatives of prospective services providers on this pre-populated register. In the event that a nominated representative of a prospective service provider cannot attend the briefing due to any reason, a written e-mail should be sent to lg.finance@westerncape.gov.za, with the reference number: **LG 02 2026-2029** to provide the replacement at least by **14h00 on 26 October 2026**. Upon closing access to the briefing session, the chairperson will allow for a formal introduction of representatives and confirm such attendance against the pre-populated register. An automatic attendance register will be generated from MS Teams and compared against the verbal confirmations and will be considered as the official attendance register of the virtual compulsory briefing session.

Questions of clarity regarding this Scope of Work will only be responded to until **13 November 2026** via the email: LG.Finance@westerncape.gov.za

The details disclosed at the compulsory briefing session shall be deemed to form part of these Terms of Reference, once they have been disclosed to all prospective service providers in attendance at the virtual compulsory briefing session.

No proposals will be accepted from prospective service providers who did not attend the virtual compulsory briefing session.

5. PROJECT DELIVERABLES

The service provider will be required to deliver the following across four workstreams, together with project-wide deliverables that span the entire appointment. The deliverables may be grouped into phases to manage delivery within the available budget. The Department reserves the right to adjust the sequencing of deliverables at inception.

No.	Workstream	Deliverable	Description
P1	Project-wide	Inception report and project plan	A confirmed requirements specification across all four workstreams, with methodology, delivery schedule and governance arrangements, signed off by the Department.
A1	Data Governance	Data governance baseline and cascade plan	The PWDG Framework must be cascaded to municipalities in the Western Cape, beginning with the selected pilot municipalities, of which (one district and two local municipalities - one should reflect a high-capacity profile and one

No.	Workstream	Deliverable	Description
			should reflect a low-capacity profile). An assessment of the current data governance practices indicating the data governance maturity at the selected pilot municipalities which. A phased, costed plan to cascade the PWDG Framework, in conjunction with the Provincial Data Office, as a blueprint for future rollouts to the remaining municipalities with varying capacity levels across the Western Cape.
A2	Data Governance	Cascaded data governance artefacts	Customise Municipal-level data governance policies, standards, roles and responsibilities, and metadata / data-dictionary standards, adapted from the PWDG Framework.
A3	Data Governance	Adoption and change-management support	Stakeholder engagement, guidance and change-management support to assist the pilot municipalities to adopt governed data practices.
B1	M&E Reporting	Data model and ingestion capability	A defined data model and a configurable ingestion capability, not dependent on a fixed Circular 88 template version, enabling Circular 88 returns and other structured and unstructured datasets, in varying structures and through more than one input method, to be loaded without redevelopment, including validation of incoming data.
B2	M&E Reporting	Municipal Data Hub (SharePoint data store)	Configuration of the underlying data store on the Department's SharePoint environment, including data-refresh and performance design, to feed the reporting outputs reliably for 30 municipalities reporting over successive cycles.
B3	M&E Reporting	Management dashboards	Interactive dashboards reflecting municipal performance by KPA and RAG status, at municipal, district and provincial level, configured in accordance with the Municipal M&E Framework.
B4	M&E Reporting	Standard and ad-hoc reports	Exportable reports aligned to the Department's reporting requirements, at municipal, district and provincial level, including the Status of Local Government reporting cycle.
B5	M&E Reporting	Spatial mapping module	Geographic visualisation of municipal performance at municipal, district and provincial level.
C1	Municipal M&E Framework	Maturity assessment functionality	Automated maturity assessments derived from Appendix 3 and Appendix 6 of the Municipal M&E Framework.
C2	Municipal M&E Framework	Municipal support plans	Translation of findings from the data and maturity assessments into structured, monitorable municipal support plans.
C3	Municipal M&E Framework	Implementation and monitoring support	Support to operationalise the Municipal M&E Framework and to monitor progress of municipal support plans against Circular 88 and related data.
D1	Knowledge Management	Knowledge Management Hub	Document and develop the structure, taxonomy, metadata and governance for the internal-

No.	Workstream	Deliverable	Description
			facing Knowledge Management Hub (institutional knowledge) and the external-facing Municipal Data Hub (the central repository into which municipal data flows), on SharePoint.
D2	Knowledge Management	KM Strategy implementation support	Content organisation / migration and support to the DLG KM team to implement the Knowledge Management Strategy.
P2	Project-wide	Testing, documentation and training	User acceptance testing, technical and user documentation, and training and skills transfer to Departmental staff, including documentation enabling staff to maintain the data-mapping and input configuration.
P3	Project-wide	Handover, source code and support	Handover of the solution, source code and intellectual property to the Department, and post implementation support.

6. SCOPE OF THE WORK TO BE UNDERTAKEN

The scope of work comprises the four workstreams set out below, together with the project-wide responsibilities. The reporting mechanism is the technical core of the appointment, and the remaining workstreams provide the data governance, monitoring and knowledge management environment within which the mechanism operates.

6.1. Workstream A – Municipal Data Governance

The service provider will assist the Department in cascading the PWDG framework to the pilot municipalities, comprising one district municipality and two local municipalities representing different capacity profiles, namely one high-capacity and one low-capacity local municipality. The purpose of this pilot approach is to test the ability to cascade the PWDG Framework across different municipal contexts and to provide the Department with a practical blueprint for future rollouts to the various capacity municipalities within the Western Cape.

The service provider will be required to:

- assess the current state and maturity of data governance practices at the pilot municipalities, and identify gaps relative to the PWDG Framework;
- develop a phased plan to cascade the framework beyond the pilot municipalities, having regard to the differing institutional, technical and resourcing capacity of municipalities in the Western Cape;

- adapt and produce municipal-level data governance artefacts, including data governance policies, standards, roles and responsibilities, and metadata / data-dictionary standards;
- align these governance arrangements with the data requirements of the reporting mechanism, so that improved data quality flows through to reporting; and
- provide engagement, guidance and change-management support to the pilot municipalities to adopt governed data practices.

6.2. Workstream B – M&E Reporting (the reporting mechanism)

The service provider will design, develop, implement and hand over the reporting mechanism. In delivering the solution, the service provider will be required to:

- ingest and consolidate the MFMA Circular 88 data received from municipalities, in their current and any future revised formats, and provide a facility for the Department to upload additional structured and unstructured datasets without specialised technical skills;
- design and configure dashboards, reports and spatial mapping that reflect municipal performance at municipal, district and provincial level, in accordance with the Municipal M&E Framework, including its KPA structure and the three-category RAG rating model;
- ensure the mechanism is configurable and not hard-wired to a specific Circular 88 template version, so that the Department can continue to produce all reporting outputs when templates change or new datasets are introduced (by updating a documented data-mapping layer rather than redeveloping the solution);
- support more than one method of data input (for example structured file upload and direct data capture) and accommodate different data types and input formats;
- include a data-validation capability that identifies incomplete or anomalous data on ingestion, so that data-quality limitations are visible to users rather than obscured; and

- configure the underlying data store on SharePoint to support the reporting outputs reliably, having regard to data volumes and any applicable SharePoint storage thresholds.

6.3. Workstream C – Municipal M&E Framework Implementation

The service provider will assist the Department to implement the Municipal M&E Framework for the monitoring of municipalities. In doing so, the service provider will be required to:

- implement the performance-rating and maturity-assessment business rules exactly as specified by the Department in the Municipal M&E Framework;
- translate the findings from the data and the maturity assessments into structured municipal support plans that can be monitored over time;
- configure the reporting mechanism so that progress on municipal support plans can be tracked against Circular 88 and related data; and
- support the Department to operationalise and consistently apply the Municipal M&E Framework across the 30 municipalities.

6.4. Workstream D – Knowledge Management

The service provider will assist the DLG Knowledge Management team to implement the Knowledge Management Strategy. In doing so, the service provider will be required to:

- establish the structure, taxonomy, metadata and governance of the internal-facing Knowledge Management Hub (institutional knowledge) and the external-facing Municipal Data Hub (the central repository for Circular 88 data and ad-hoc datasets, feeding the reporting mechanism) on SharePoint;
- organise and, where required, migrate existing content into the hub in line with the agreed taxonomy and the data governance standards from Workstream A; and
- support the KM team to implement the Knowledge Management Strategy, contributing to institutional knowledge retention and organisational learning.

6.5. Cross-cutting requirements

The reporting mechanism and the knowledge management environment must be deployable to, and accessed from, the Department's existing SharePoint environment, and must integrate with the Department's Microsoft 365 tooling. As SharePoint is the hosting and access surface rather than a reporting engine in its own right, the service provider must set out how the underlying data store, data refresh and performance will be designed to support the reporting outputs reliably, having regard to the volume of data arising from 30 municipalities reporting over successive cycles and any applicable SharePoint storage thresholds.

The successful service provider must comply with the Protection of Personal Information Act, 2013, and with the Western Cape Government's information-security requirements and must treat all data accessed in the course of the project as strictly confidential.

Where physical engagement at the pilot municipalities is required (for example, to verify IT infrastructure or connectivity that cannot be confirmed remotely), reasonable travel costs may be included, in accordance with the Department's cost-containment policies and at the Department's applicable rates. **Travel will only be allowed once the service provider obtains approval from the project manager.**

6.6. Departmental responsibilities, assumptions and dependencies

The Department will:

- make available the Municipal M&E Framework and relevant appendices, the PWDG Framework, the Knowledge Management Strategy, the Circular 88 templates and applicable datasets;
- provide access to the SharePoint environment and the necessary Microsoft 365 licences for Departmental users;
- select the pilot municipalities for the cascading of the PWDG Framework, comprising one district and two local municipalities representing high and low-capacity profiles, nominate a project sponsor and a single point of contact, facilitate access to the selected pilot municipalities and to municipalities for the purposes of Workstreams A and C, and facilitate

engagement with the Department of the Premier's Provincial Data Office; and

- retain ownership of all rating, maturity and support-plan logic, and approve deliverables at the agreed milestones.

The service provider must state any assumptions and dependencies on which its proposal and pricing are based, including assumptions regarding the availability and quality of municipal data and the level of access to municipalities.

6.7. Exclusions

The following are excluded from the scope of this appointment: the supply of end-user hardware; the provision of Microsoft 365 / Power Platform licences for Departmental users (which the Department will provide); and the provision of physical network infrastructure. Any third-party licences specifically required for the proposed solution must be declared and priced by the service provider.

7. TEAM AND KEY PERSONNEL

Given the multidisciplinary scope, the service provider must propose a team that collectively covers business intelligence and data engineering, data governance, monitoring and evaluation, and knowledge management. The proposal must identify the key personnel who will be assigned, their roles, qualifications and relevant experience, and confirm their availability for the duration of the assignment/project. The indicative roles required are set out below; roles may be combined where an individual is suitably qualified across more than one area.

Indicative role	Primary responsibility
Engagement / project lead	Overall delivery, project management, governance and Departmental liaison.
Business intelligence / data engineer	Data model, ingestion, dashboards, reports and SharePoint data store (Power BI / Power Platform).
Data governance specialist	Cascading of the PWDG Framework and development of municipal data governance artefacts.
M&E specialist	Maturity assessments, support-plan design and Municipal M&E Framework implementation.
Knowledge management specialist	Knowledge Management Hub structure, taxonomy and KM Strategy implementation.

Indicative role	Primary responsibility
GIS / spatial specialist	Spatial mapping module (may be combined with the BI role).

7.1. Substitution of key personnel

Key personnel proposed and evaluated may not be substituted without the prior written approval of the Department, and any replacement must be of equivalent or better qualification and experience.

7.2. Background Check

The service provider's team will work on the Department's SharePoint environment and handle municipal performance data. The Western Cape Government remains responsible for any data handled on its behalf. For this reason, the WCG Third Party Security Policy (section 6.1.15) requires contractors and consultants to undergo the same background checks as WCG employees. This is a standard, risk-based requirement for any third party given access to WCG systems or data.

The screening applies only to team members who will have access, and it is proportionate to the trust and responsibility of each role. The service provider must perform it on its own staff at onboarding and when roles change, in accordance with applicable law, including POPIA. Where permitted by law, the screening will review:

- Proof of identity (e.g. ID or passport)
- Proof of academic qualifications (e.g. certificates)
- Proof of work experience (e.g. CV and references)
- Criminal record check
- Credit history
- Security clearance (only where relevant to the sensitivity of the data accessed)

8. TIMEFRAMES

The Department envisages the project to be fully implemented by 31 March 2027. The indicative timeframes are set out below and will be confirmed with the successful service provider at inception.

Milestone	Deliverable(s)	Target date
Appointment and inception	P1	
Requirements sign-off and project plan	P1	
Workstream A: data governance baseline and cascade plan	A1–A3	
Phase 1: data ingestion, data store, dashboards and reports	B1–B4	
Phase 2: spatial mapping module	B5	
Phase 3: maturity assessment and municipal support plans	C1–C3	
Workstream D: Knowledge Management Hub and KM support	D1–D2	
Testing, training (skills transfer), documentation and handover of source code and post implementation support	P2–P3	

9. PROJECT GOVERNANCE, REPORTING AND ACCEPTANCE

The service provider will report to the Department's project sponsor or nominated point of contact. The following governance and reporting arrangements will apply:

- a project kick-off meeting at inception, and regular (at least monthly) progress meetings thereafter;
- monthly written progress reports against the approved project plan, including risks, issues and dependencies;
- a documented acceptance and sign-off process for each deliverable, with the Department to review and accept (or request remediation of) deliverables within an agreed period; and
- a documented change-control process for any change to scope, timeframes or cost, which may only be affected with the prior written approval of the Department.

Payment will be linked to the acceptance of defined deliverables or milestones, as set out in the Service Level Agreement.

10. INTELLECTUAL PROPERTY

The successful bidder must note that all drafts, including the final draft of the document and any digital information derived in undertaking the project, will be the sole property of the Department of Local Government. Any studies, reports, or other material, graphic, data, software or otherwise prepared by the appointee for this project under this contract shall belong to and remain the property of the Department of Local Government. No presentations of the reports may be made without prior written permission of the Western Cape Government (WCG), and all information contained in these reports is considered confidential unless agreed otherwise in writing.

All materials emanating from services rendered with a branding implication must be consulted with the Department of Local Government's Communication Services unit prior to the design or production thereof. Materials may include, but are not limited to, specialist reports, advertising, promotional materials and/or any other communication product produced for public or internal consumption.

The prospective services providers must indicate in their proposals that all source code, studies, reports, or other material, graphic, data, software or otherwise prepared by the appointee.

All data, information, analyses, reports and other project-related documents and deliverables will become the property of the Department of Local Government and will be transferred by the service provider to the Department of Local Government on completion of the project. The use of the information by the service provider will only be permitted by obtaining written confirmation from the Department of Local Government.

11. EVALUATION AND ADJUDICATION OF THE BID

The evaluation process will be carried out in three (3) phases:

Phase 1: Evaluation of the proposals will be determined in accordance with the compulsory requirements for bid proposals specified in section 12 below.

Only those proposals that meet the compulsory requirements will be evaluated under Phase 2.

Phase 2: All proposals that comply with the compulsory requirements will be evaluated against the criteria specified in section 13 below. Only those proposals that meet or better the minimum score will be evaluated under Phase 3.

Phase 3: All proposals meeting the minimum score requirement of 80 points will be evaluated further according to the Preferential Procurement Regulations, 2022 and the Western Cape Government's interim strategy as it relates to preference points.

12. PHASE 1: COMPULSORY REQUIREMENTS FOR BID PROPOSALS

Portfolio of Evidence (to be annexed and pages to be numbered): all prospective service providers must supply a Portfolio of Evidence comprising of at least the following.

Technical proposal and methodology (Annexure A): a comprehensive description of how the full scope of work set out in this ToR will be met, addressing all four workstreams (Cascading of Province Wide Data Governance Framework to the pilot municipalities; data ingestion, configurability, validation, dashboards, reports and spatial mapping; maturity assessment and municipal support plans; and the refinement of the Knowledge Management Hub and implementation of the KM Strategy support) as well as integration with the Department's SharePoint and Microsoft 365 environment. The prospective service provider must confirm in writing **(as part of the proposal)** that training, skills transfer, and the handover of all source code as well as any material developed during this contract to the Department together with the project close out report. The proposed methodology must include structured engagement and workshops with the relevant Departmental branches, the selected pilot municipalities and the Provincial Data Office; a review of the relevant frameworks, templates and datasets; and validation sessions to confirm findings and proposed approaches.

Company profile (Annexure B): a company profile detailing similar projects completed across the relevant disciplines, with relevant references. The items listed in the table below must be included in the proposal and clearly annexed.

Requirement	Included (page ref.)
(Annexure A)	
Technical proposal and methodology covering all four workstreams	
(Annexure B)	
Company profile detailing similar reporting / dashboard projects	
Company profile / evidence of data governance, M&E and/or knowledge management assignments/projects	
Contactable references for comparable assignments/projects	
Curricula vitae of the proposed key personnel for each required discipline	
Project plan with timeframes and milestones	
Demonstrated experience with Microsoft Power BI / Power Platform and SharePoint	
Approach to data ingestion, configurability and validation	
Detailed, fully inclusive pricing schedule (WCBD 3.1)	
Valid registration on the CSD	
Compliant tax status	

The quotation prices of prospective service providers must include VAT, as well as all costs for the products, services, licensing and technical resources that the service provider will require to undertake and complete the work successfully. For evaluation purposes, service providers must ensure that the WCBD 3.1 Pricing Schedule is completed fully and accurately. The total bid price for evaluation purposes will be calculated as the sum of: (a) the data governance cascade (Workstream A); (b) the development and configuration of the reporting mechanism, including the data store (Workstream B); (c) Municipal M&E Framework implementation and municipal support plans (Workstream C); (d) the Knowledge Management Hub and KM Strategy support (Workstream D); (e) training and skills transfer; and (f) the support and warranty / maintenance fee for the defined period.

Reimbursements / Disbursements

The successful service provider may claim **approved** travel and accommodation reimbursements only in accordance with the National Circular on Travel Costs and the Department's Subsistence and Travel (S&T) Policy. Reimbursements will be limited to approved project-related travel and accommodation that is necessary for the execution of the scope of work and must be supported by the required documentary proof.

- Travel will be reimbursed based on the actual kilometres travelled and the applicable monthly rate published in the Department of Transport's National Circular on tariffs for the use of motor transport as published.
- The maximum tariff allowed to be claimed will be the average tariff for private-vehicle rates considered for vehicles with engine capacities between 1 751 cc and 2 150 cc, excluding VAT.
- Travel time will be reimbursed at a flat rate of R685 per hour, excluding VAT.
- Accommodation will be reimbursed based on actual invoices and proof of payment, subject to a maximum of R1 190 per night, excluding VAT.
- No reimbursements will be paid for meals or other daily expenses.

13. PHASE 2: EVALUATION CRITERIA (COMPULSORY CONDITIONS OF BID)

All proposals that comply with the compulsory requirements at Phase 1 will be evaluated against the criteria below. The total score is 100 points, and the minimum qualifying threshold is 80 points.

Criteria	Weight	Scoring	Ref.
Company experience in developing reporting / business-intelligence and dashboard solutions, measured by number of years' experience	20	1–2 yrs = 5 points; 3–5 yrs = 10 points; 6–7 yrs = 15 points; 8 yrs+ = 20 points.	
Company experience in data governance, M&E and/or knowledge management advisory.	20	1–2 yrs = 5 points; 3–5 yrs = 10 points; 6–7 yrs = 15 points; 8 yrs+ = 20 points.	
Quality and fit of the proposed solution and methodology across all four workstreams (data governance cascade; ingestion, configurability, validation, dashboards, reports, spatial mapping; maturity assessment)	15	Limited Understanding = 5; moderate understanding = 10; extensive understanding across disciplines = 15.	

Criteria	Weight	Scoring	Ref.
and support plans; KM Hub) and integration with SharePoint / M365.			
Capacity, capability and composition of the multidisciplinary team, quantified by the years experience of the team members per workstream (data governance, M&E reporting, Municipal M&E Framework implementation, knowledge management) the proposed team can credibly cover, with relevant qualifications and experience.	35	Data Governance Implementation = 1-2 years experience 2 points, 3 to 5 years = 5 points, 6+ years = 9 points Development of M&E Reporting Mechanism = 1-2 years experience 2 points, 3 to 5 years = 5 points, 6+ years = 9 points M&E Framework Implementation = 1-2 years experience 2 points, 3 to 5 years = 5 points, 6+ years = 9 points Knowledge Management implementation and refinement = 1-2 years experience 2 points, 3 to 5 years = 5 points, 6+ years = 8 points	
References and examples of comparable projects successfully completed.	10	1-2 references = 3 points; 3-4 = 6 points; 5 or more = 10 points.	
Total	100	Minimum threshold: 80 points.	

Suggested Key:

Score Rating

Suggested evaluation description

5 Limited experience/understanding

The bidder demonstrates limited relevant experience/understanding in one of the required advisory areas, namely data governance, M&E and/or knowledge management. Evidence may include one or two small-scale or narrowly focused assignments/projects, limited application across organisational settings, or experience that is only partially aligned to the scope of this ToR.

10 Moderate experience/understanding

The bidder demonstrates relevant experience/understanding in at least two of the required advisory areas, with evidence of successfully completed assignments/projects involving advisory support, framework development, assessments, implementation support, or related institutional improvement work. The experience is reasonably aligned to the scope of this ToR but may not demonstrate full integration across all disciplines.

Score Rating	Suggested evaluation description
15 Extensive experience/understanding across disciplines	The bidder demonstrates substantial and directly relevant experience/understanding across data governance, M&E and knowledge management advisory. Evidence should show several completed assignments/projects of comparable scope and complexity, preferably involving public-sector or institutional environments, with demonstrated ability to integrate advisory work across disciplines and translate findings into practical implementation support.

14. PHASE 3: PREFERENTIAL PROCUREMENT

All proposals that comply with the compulsory requirements at Phase 1 and meet or better the minimum score of 80 points will be evaluated further on the 80/20 preference point system for price and B-BBEE credentials, in accordance with the Preferential Procurement Policy Framework Act (PPPFA) and the regulations thereto, where 80 refers to price and 20 to B-BBEE status.

The Department reserves the right not to appoint a service provider.

15. SUBMISSION OF BID PROPOSALS

All proposals must be submitted in a sealed envelope. The bid proposals should be placed in a sealed envelope with the tender number on the front and the bidder's name and address at the back. The proposals must be deposited in the blue bid box situated on the Ground Floor, in the foyer / passage of The Waldorf Building, 80 St Georges Mall, Cape Town, 8000 on or before **20 November 2026 at 11h00**. The bid box is clearly marked 'Local Government'. Failure to comply with the above requirement will render the bid non-responsive.

The onus is on the service provider to ensure that the proposals are deposited in the correct bid box. Please ensure that the proposal is clearly marked with the reference number **LG 02 2026-2027**.

16. BID DEADLINE

The onus is on prospective service providers to ensure that their proposals are deposited in the correct tender / proposal box on or before the closing date and time referred to in section 15 above.

17. SERVICE LEVEL AGREEMENT

The successful service provider may enter into a Service Level Agreement with the Department for all goods/services required.

18. COMPULSORY REGISTRATION

All prospective bidders intending to do business with the Department must be registered on the Central Supplier Database (CSD). All prospective bidders who are not registered on the CSD are requested to self-register on www.csd.gov.za. Failure to be actively registered on the CSD by the time of award may result in the disqualification of the bid.

Service providers are also encouraged to register on the Western Cape Supplier Evidence Bank (WCSEB). Service providers who are not yet registered on the WCSEB, can email wcseb@westerncape.gov.za for further guidance.

Prospective bidders who are currently registered on the Western Cape Supplier Database are also advised to update their status.

Tax compliance status will be verified prior to considering an award to a prospective service provider. Bidders must have a compliant tax status to be awarded a contract.

19. CONFLICT OF INTEREST

The appointed service provider(s) may not, in any way that is inconsistent with his/her duties, expose him/herself to any situation involving the risk of a conflict of interest between the official responsibilities required of the outsourced tender and with that of private interests.

20. DECLARATION OF CONFIDENTIALITY

The successful bidder/s shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted via the communication component of the Department (unless agreed upon otherwise).

21. ENQUIRIES

Any further enquiries regarding the terms of reference should be directed to the Supply Chain Management unit within the Department of Local Government via email at lg.finance@westerncape.gov.za. The reference number **LG 02 2026-2027** must be stated in the subject line of such e-mails.

WCBD 3.1
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

.....

BID NO.: [to be inserted by SCM]

CLOSING TIME: [.....] CLOSING DATE: [..... 2026]

OFFER TO BE VALID FOR [60] DAYS FROM THE CLOSING DATE OF BID.

R.....

BID PRICE FOR EVALUATION PURPOSES IN RSA CURRENCY (bid price to be calculated as per sections 5 and 6 of the Terms of Reference). To note, although the pricing will be used for evaluation purposes, the prices provided on this Pricing Schedule will be applicable during the tenure of the contract when an award is made and an agreement is concluded.

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REPORTING MECHANISM AND PROVIDE RELATED DATA GOVERNANCE, MONITORING AND EVALUATION, AND KNOWLEDGE MANAGEMENT SUPPORT FOR THE DEPARTMENT OF LOCAL GOVERNMENT, WESTERN CAPE GOVERNMENT.

(ALL APPLICABLE TAXES INCLUDED)

1. Pricing (complete the table below fully and accurately – all Rand value fields are compulsory).

Bidders must price each workstream/component below as a single lump sum, inclusive of all deliverables listed against that component in Annexure A. Provided that all listed deliverables are ultimately delivered, the service provider may allocate effort and cost flexibly across those deliverables during delivery, without this constituting a change to the contract price.

No.	Pricing Component	Deliverables Covered	Price (R, VAT incl., lump sum)
A	Workstream A: Data Governance	See Annexure A – covers deliverables A1–A3	R
B	Workstream B: M&E Reporting (Reporting Mechanism)	See Annexure A – covers deliverables B1–B5	R
C	Workstream C: M&E Framework	See Annexure A – covers deliverables C1–C3	R
D	Workstream D: Knowledge Management	See Annexure A – covers deliverables D1–D2	R
E	Project-wide: Inception, testing, documentation and training/skills transfer	See Annexure A – covers deliverables P1–P2	R
F	Handover, source code and support	See Annexure A – covers deliverable P3	R

TOTAL BID PRICE (for evaluation purposes)	Sum of A+B+C+D+E+F
TOTAL BID PRICE	R

- Each component price is a lump sum for the full delivery of the deliverables listed against it in Annexure A; it is not broken down or evaluated deliverable-by-deliverable.
- Prices offered must be fixed for the duration of the contract.
- The prices indicated in this WCBD 3.1 will be regarded as the official and final prices offered. Payment will be made in accordance with the Service Level Agreement, against milestones agreed at inception and the Department's acceptance of deliverables, per section 9 of the Terms of Reference.
- All prices must be inclusive of VAT and must include all costs for products, services, licensing, travel and technical resources required to complete the work, excluding Microsoft 365/Power Platform licences for Departmental users, which the Department will provide.
- Any third-party licences specifically required for the proposed solution must be declared and priced by the service provider under the relevant component above.

ANNEXURE A: SCHEDULE OF DELIVERABLES PER PRICING COMPONENT (REFERENCE ONLY – NOT SEPARATELY PRICED)

This schedule cross-references each pricing component above to the corresponding deliverables in section 5 of the Terms of Reference. It is provided so the Department can verify scope coverage; it does not require, and will not be evaluated on, deliverable-level pricing.

Workstream A – Data Governance

- A1 – Establish data governance baseline in municipality and cascade plan
- A2 – Development of cascaded data governance artefacts
- A3 – Adoption and change-management support

Workstream B – M&E Reporting (Reporting Mechanism)

- B1 – Development of data model and ingestion capability
- B2 – Refinement of Municipal Data Hub and ensuring legislated compliance (SharePoint data store)
- B3 – Development of management dashboards
- B4 – Development of Standard and ad-hoc reporting mechanism
- B5 – Development of spatial mapping module

Workstream C – M&E Framework

- C1 – Maturity assessment functionality
- C2 – Municipal support plans
- C3 – Implementation and monitoring support

Workstream D – Knowledge Management

- D1 – Knowledge Management Hub
- D2 – KM Strategy implementation support

Project-wide – Inception, Testing, Documentation and Training

- P1 – Inception report and project plan
- P2 – Testing, documentation and training/skills transfer

Handover and Support

- P3(i) – Handover, source code and IP transfer (once-off)
- P3(ii) – Post implementation support

ANNEXURE B: KEY PERSONNEL DAY-RATE SCHEDULE (FOR CHANGE-CONTROL PURPOSES ONLY)

This rate card does not form part of the bid price used for evaluation purposes. It will be applied strictly in terms of the Department's documented change-control process referred to in paragraph 9 of the Terms of Reference, where any change to scope, timeframes or cost requires the Department's prior written approval.

Indicative Role	Day Rate (R, VAT incl.)
Engagement / project lead	R
Business intelligence / data engineer	R
Data governance specialist	R
M&E specialist	R
Knowledge management specialist	R
GIS / spatial specialist (if not combined with the BI role)	R

Please provide details of the duly designated or authorised person submitting this Pricing Schedule on behalf of the bidder.

Print Name(s) and Surname: _____

Designation: _____

Signature: _____



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. 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.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>					
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, ... hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read and understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

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

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

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

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

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

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = ... *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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)