

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF WESTERN CAPE DEPARTMENT HEALTH AND WELLNESS

BID NUMBER: **WCGHSC0249/2025**

CLOSING DATE: **FRIDAY, 5 JUNE 2026**

CLOSING TIME: **11:00**

ESTABLISHMENT OF AN APPROVED PREFERRED LIST (DATABASE) OF SERVICE PROVIDERS TO RENDER A CONSOLIDATED LEADERSHIP DEVELOPMENT SERVICE IN THE WESTERN CAPE DEPARTMENT HEALTH AND WELLNESS FOR A FIVE-YEAR PERIOD.

Each bid must be deposited in a **sealed envelope** with the **name and address of the Service Provider, the bid number and closing date**. These conditions also apply to a **bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the bid box marked **DEPARTMENT OF HEALTH** situated in the foyer of the main entrance of the **Western Cape Government Building 4 Dorp Street (next to the Cape High Court) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open 06:00 – 21:00 a day, 7 days a week.** If you are uncertain about the location of the bid box, please call the responsible official, Ms Shamsonisa Davids at (021) 483 6271 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing. Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the Service Provider accompanied by an explanatory letter. **No Service Providers' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

All Service Providers must be registered on the Western Cape Evidence Bank (SCM.eProcurementDOH@westerncape.gov.za) and Central Supplier Database (CSD) at the time of bid closing. **Service Providers already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date** prior to bidding by contacting www.csd.gov.za.

Unregistered Service Providers or Service Providers with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered Service Provider must register as a supplier on the CSD prior to bidding.

Central Supplier Database self-registration only: www.csd.gov.za

Contact email: SCM.eProcurementDOH@westerncape.gov.za

Bidders already registered on the WCSEB and CSD must have confirmation of their registrations AND ensure that their status is up to date prior to bidding by contacting www.csd.gov.za or SCMeprocurement.Doh@westerncape.gov.za

In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD or WCSEB, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD.** Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4.** Potential bidders are to complete the applicable affidavit, which is applicable to your company. All other mandatory documents held on the CSD will be accepted by the Department of Health and Wellness (WCDHW) for consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

The successful Service Provider will be required to complete and sign a written contract form (WCBD7.1).

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 7 working days after the compulsory briefing session has been conducted. Any request for clarification must be submitted by email to Shamsonisa Davids (Shamsonisa.Davids@westerncape.gov.za)

Answers to any written queries referred to Supply Chain Sourcing in accordance with the above-mentioned paragraph will be responded to via email.


S Cloete
HEAD: HEALTH AND WELLNESS
24 April 2026

**IMPORTANT NOTICE
COMPULSORY BRIEFING SESSION**

ALL BIDDERS ARE REQUIRED TO ATTEND A COMPULSORY BRIEFING SESSION TO ACQUAINT THEMSELVES WITH THE SCOPE OF THE SERVICE TO BE PROVIDED AS DETAILED IN THE BID SPECIFICATIONS.

THE DETAILS OF THE BRIEFING SESSION ARE AS FOLLOWS:

Only one representative will be allowed at the briefing session.

DATE : **Friday 22 MAY 2026**

TIME : **10h00 am -13h00 PM**

VENUE : **Auditorium – Lenteguer Hospital– on the Premises of
Lentegeur Hospital, Address: Highlands Drive, Lentegeur.
Cape Town, 7786 /7785 Western Cape**

Contact Person : **Nobuntu Maxakana or Lucky Mazabelana**

Contact Number : **021 483 8274/ 021 483 6734**

We kindly request that bidders make sure to arrive prior the commencement of the meeting.

Please note!! The parking works on a First come basis and if the parking is full visitors need to find an alternative parking and Not park in / Box in other vehicles.

NB: FAILURE TO ATTEND THE BRIEFING SESSION WILL INVALIDATE YOUR OFFER.

NO BIDDER WILL BE ALLOWED AFTER THE SAID TIME; LATE COMERS WILL BE DENIED ACCESS TO THE MEETING.

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:	WCDHWSC 0249/2025	CLOSING DATE:	5 JUNE 2026	CLOSING TIME:	11:00
DESCRIPTION	ESTABLISHMENT OF AN APPROVED PREFERRED LIST (DATABASE) OF SERVICE PROVIDERS TO RENDER A CONSOLIDATED LEADERSHIP DEVELOPMENT SERVICE IN THE WESTERN CAPE DEPARTMENT HEALTH AND WELLNESS FOR A FIVE-YEAR PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH situated in the foyer of the main entrance of the Western Cape Government Building 4 Dorp Street (next to the Cape High Court) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open 06:00 – 21:00 a day, 7 days a week.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S Davids		CONTACT PERSON	Mr L Mazabelana /Nobuntu Maxakana	
TELEPHONE NUMBER	021 483 6271		TELEPHONE NUMBER	021 483 6734	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Shamsonisa.Davids@westerncape.gov.za		E-MAIL ADDRESS	Lucky.Mazabelana@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	WCSD REGISTRATION NO.		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

ACREDITATION SYSTEM (SANAS)			
[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]			

<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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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 2.2 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 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID. 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE. 2.5 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:

1. Purpose

- 1.1 The purpose of this contract is to establish an approved panel of suitably qualified service providers to deliver leadership development, organisational development, behavioural, and change management interventions in support of the Western Cape Department of Health & Wellness (WCDHW) Transformation Strategy and the Healthcare 2030 vision.
- 1.2 In developing this contract, the Department has taken into account the Western Cape Government circular "*Embedding the WCG Way – Being a Trusted Employer to Become a Trusted Government*", which affirms culture and leadership as strategic priorities and calls for deliberate action to embed values-based behaviours, trust, and psychological safety across departments.
- 1.3 The approved panel will enable the Chief Directorate: People Management (CD:PM) and WCDHW institutions to timeously and efficiently source appropriate expertise for specific leadership and organisational development interventions through quotation-based appointments, in accordance with applicable Supply Chain Management prescripts.
- 1.4 Inclusion on the approved panel does not guarantee work. The panel will be valid for a period of sixty (60) months, subject to ongoing compliance with contractual, performance, and governance requirements.

2. Background

- 2.1 Healthcare 2030 articulates WCDHW's long-term vision for a person-centred, values-based, and integrated health system that delivers improved care experiences for residents while creating an enabling environment in which employees can thrive.
- 2.2 Achieving this vision requires strong, values-driven leadership and a supportive organisational culture. The WCDHW Leadership Development Strategy and Leadership Behaviours Charter provide the framework for strengthening leadership capability, promoting dispersed leadership, and enabling sustainable culture change across the organisation.
- 2.3 This approach is reinforced by the Western Cape Government circular "*Embedding the WCG Way – Being a Trusted Employer to Become a Trusted Government*", which positions leadership behaviour, trust, and psychological safety as central to organisational performance, employee wellbeing, and public confidence in government.
- 2.4 The Chief Directorate: People Management is mandated to enable continuous organisational improvement through specialised leadership and organisational development services that support service delivery improvement, leadership effectiveness, and behavioural change.
- 2.5 Given the size; a large public entity with over 32,000 staff members, including permanent and contract employees, complexity and diversity of operational contexts within WCDHW, it is necessary to supplement internal capacity with external expertise. The establishment of an approved panel of service providers will ensure responsiveness, consistency, and quality in the delivery of leadership and organisational development interventions aligned to departmental and provincial priorities.

Table 1

Range of services The range of services will include the following areas supported by a project plan:		Service Provider to indicate interest and acceptance (X)		Comments
		YES	NO	
<i>In the column provided for this purpose, please indicate interest and acceptance by marking with an X in the "Yes/No" column.</i>				
1. 360-degree leadership development assessments				
1.1	Leadership development at all levels			
1.2	Reporting			
Detail	<p>Under the auspices of the Chief Directorate: People Management, the service provider must render services aimed at leadership development. The leadership development services will be applied to:</p> <ul style="list-style-type: none"> • Organisational culture, transformation agenda, leadership development, performance management and cross-boundary spanning. <p>The services include the following per project:</p> <p>1. Support Talent Development</p> <ul style="list-style-type: none"> • Guide and provide tools focused on career pathing and talent development. • Develop and design strategies, implementation plans, interventions, and provide supportive tools to identify and accelerate the development of emerging leaders (guiding talent management practices succession, retention, recruitment, and selection). <p>2. Provide tools, facilitate, and conduct assessments (Leadership Development & Growth) at scale</p> <ul style="list-style-type: none"> • Facilitate processes and implementation of assessments (i.e. leadership development and growth) and provide feedback (end to end) • <i>The assessment tools must be able to assess some of these aspects listed below but not limited to</i> <ul style="list-style-type: none"> ○ Empower teams ○ Engagement (empathy) ○ Delegate tasks appropriately ○ Create psychological safety for team decision-making ○ Facilitate cross-team problem-solving ○ Role-model enabling leadership behaviours ○ Resilience ○ Sense-making in ambiguity ○ Innovation ○ Learning orientation 			

- *Leading through uncertainty and complexity*
- *Empathy towards staff pressures and workload realities*
- *Team trust-building*
- *Interprofessional collaboration*
- *Conflict resolution.*

- Provide a customisable 360-degree tool, along with a sophisticated reporting capability.
- Design, develop, and conduct leadership maturity assessments using a leadership maturity tool locally available in South Africa, including reports and feedback.
- Design, develop, and implement platforms with online capability for 360-degree assessment for leadership development, including built-in aspects of self-awareness, emotional intelligence, and team intelligence.
- Facilitate processes with feedback and reporting to highlight assessment themes and link to team effectiveness interventions.
- Implement assessment tools and facilitated processes to build authentic, intentional leadership; transformational leadership; team collaboration and innovation; accountability; person-centricity; and values alignment.
- Conduct assessments and implement facilitated processes that support readiness for decentralised decision-making.
- Design, provide, and implement an array of tools that enable a 360-degree assessment for leadership development, including tracking and reporting on shifts.

3. Performance support and development (Individual, team)

- Support performance management processes and outcomes to develop and implement action plans, provide tools, conduct assessments, and implement skills development interventions that address developmental opportunities aligned to the Leadership Development Strategy (LDS).
- Co-create, design, and implement assessments (e.g., peer review) to support performance outcomes and implement measures (facilitated processes) to support the achievement of Generic Assessment Factors (GAFs).
- Facilitate processes and skills development initiatives to enhance individual and team competencies linked to the outcomes of performance management.
- Have an awareness of the performance management system of the WCDHW, aligned to the requirements of the Public Service Regulations, related Department of Public Service and Administration (DPSA) policies, Leadership Behaviour's Charter (LBC) and the Leadership Development Strategy (LDS)

	<p>4. Project operations:</p> <ul style="list-style-type: none"> • Design and implement (end-to-end) processes at scale • Develop and maintain project plans, flag risks, and facilitate actions with the relevant role-players. • Attend project and management meetings. • Advise on related aspects as they affect the project and people. • Establish and maintain enablement networks. • Employ various modalities to give effect to the service need, aligned with WCDHW objectives and values. • Engage with and guide specialists on corporate as well as customised approaches, strategies, messaging, and interventions, among others. • Provide handouts and materials as required. <p>5. Feedback and Reporting</p> <ul style="list-style-type: none"> • Track shifts using M&E methodologies and reflect them in a report. • Conduct evaluation assessments to track shifts and identify opportunities over time. • Report per intervention with recommendations aligned to the WCDHW Leadership and Transformation journey. • Report on full-scale interventions. • Provide overall reports per area, including an executive summary. • Partner, liaise, provide feedback, report, support, and collaborate on projects as required. • The service provider is to provide narrative reports upon completion of training or interventions. • The service provider is to provide evaluation summary reports, including narrative (pre- and post-evaluation). • Reports are to be shared with Employee Health & Wellness, Diversity and Disability Unit at the following address: Diversity.Health@westerncape.gov.za • Reporting must include an attendance register with disaggregated information (an attendance register template will be provided as an annexure). 			
2. Mentoring skills to build leadership capability to mentor				
2.1	Build Internal Capacity for mentorship (Leadership capacitation and support) to take place in the department			
2.2	Co-Create a mentorship programme			
2.3	Reporting incorporating business information system			
Detail	The Western Cape Department of Health and Wellness is committed to the development of its employees, management, and leaders. Through the implementation of a mentoring programme, the objective is to improve performance and strengthen health systems toward the vision of delivering person-centred care and adding public value (Healthcare 2030).			

Under the auspices of the Chief Directorate: People Management, the service provider must render services aimed at enhancing mentoring skills to build leadership capability and mentor employees within the department. The service provider must proactively develop leaders for succession planning by building internal capability, as part of an Integrated Leadership Development Approach.

The services include the following per project:

Building Internal Capacity for mentorship (Leadership capacitation and support) Capacitate Leaders to:

- Understand mentoring
- Understand the roles and definitions of mentors and mentees.
- Develop a mentoring plan.
- Identify potential and emerging leaders.
- Identify and implement monitoring and evaluation processes for mentoring.
- Attain WCDHW values-driven relationships through mentoring programmes.
- Understand the different theoretical and methodological approaches within mentoring.
- Create self-awareness among leaders to recognise their own strengths and weaknesses in mentoring others.
- Raise leaders' awareness of the benefits and challenges of mentoring programmes.
- Develop leaders' mentorship skills to effectively mentor individuals and teams.
- Support and capacitate leaders to optimise team performance and productivity.
- Provide tools to address adversity in the implementation of mentorship programmes.
- Effectively manage change, uncertainty, and anxiety, and respond to issues such as fatigue, burnout, loss, guilt; promote work-life balance, self-care, occupational health and safety, psychological safety, and manage frustrations in the system.

Strengthen the skills and capability of individuals and teams to understand and adapt to different management styles, while simultaneously developing managers to understand their teams and listen with empathy, understanding, and compassion. The above can be delivered through workshops, podcasts, online learning, or other suitable formats

- **Co-Creating a mentorship programme**
- Conduct assessment to determine the existing **mentoring practices** of different occupational categories
- Identify organisational priorities and talent in relation to mentoring needs.
- Co-create a Mentoring programme for the department:
 - Design a structured mentoring programme for the department.
 - Identify and create a pool of mentors and mentees within the department.
 - Co-create mentor support systems, such as learning platforms where ideas can be shared among mentors.
 - Co-create a matching and placement skills framework.

- Develop levers to enable the cascading of mentoring at all levels of the department.
 - Provide tools to the department to establish and sustain mentoring programmes (institutionalisation).
 - Create processes that allow mentoring to become an integrated part of departmental management.
 - Ensure alignment with the organisational culture.
- Foster learning & accountability in the department.
 - Create and provide different forms/modalities of how mentoring can take place (podcasts, webinars).

Embed mentoring into the current departmental systems (e.g performance management, onboarding, leadership development programmes)

- **Must be accredited with one of following bodies**
 - **Affiliated with a coaching practice/institute registered and accredited by the services Quality Council for Trades and Occupation (QCTO) or SAQA**
 - **The coaching education and training association of South Africa (CETSA)**

Feedback and Reporting

- Track shifts using M&E methodologies and reflect them in a report.
- Conduct evaluation assessments to monitor shifts and identify opportunities over time.
- Report per intervention, including recommendations aligned to the WCDHW Leadership and Transformation journey.
- Report on full-scale interventions.
- Provide overall reports per area, including an executive summary.
- Highlight thematic themes of mentoring taking place in the department.
- Partner, liaise, provide feedback, report, and offer support as required.
- The service provider is to provide narrative reports upon completion of training or interventions.
- The service provider is to provide evaluation summary reports, including narrative (pre- and post-evaluation).
- Reports are to be shared with Employee Health & Wellness, Diversity and Disability Unit at the following address:
Diversity.Health@westerncape.gov.za.
- Reporting must include an attendance register with disaggregated information (an attendance register template will be provided as an annexure).
- Provide handouts and materials as required.

3. Communication and Listening Skills				
3.1	Embed a culture of communication and listening with empathy			
3.2	Enhance Individual, team and system capabilities (through communication and listening with empathy to positively impact service delivery and public health outcomes)			
3.3	Build capability to foster effective communication and Listening with empathy			
3.4	Reporting			
Detail	<p>Under the auspices of the Chief Directorate: People Management, the service provider must render services aimed at strengthening communication and listening skills at all levels within the Department. The required services will be applied to:</p> <ul style="list-style-type: none"> • Organisational Transformation Journey and agenda, Leadership Development Strategy (Leadership Behaviours Charter and Leadership Competency Framework), Healthcare 2030 & A Framework for Action 2025 <p>The services include the following per project, targeted at teams and individuals:</p> <ol style="list-style-type: none"> 1. Facilitated process on Communication profiles and effective communication skills aiming to: <ul style="list-style-type: none"> • Understand unique communication profiles and styles <ul style="list-style-type: none"> ◦ Discover people's core behavioural tendencies ◦ Design approaches to assertive communication • Learn how to flex communication for the comfort of others and appreciate the diverse contributions they bring to leadership and the team. • Understand the communication cycle. • Understand non-verbal communication and how it manifests. 2. Facilitated process that inspires significant change related to Communication and relationship building <ul style="list-style-type: none"> • Develop skills and tools to inspire effective interpersonal communication and recognise opportunities to improve relationships in the workplace 3. Guide and provide tools to have difficult conversations and deal with conflict <ul style="list-style-type: none"> • Address common misgivings about having difficult conversations and the dynamics of power. • Facilitate sessions and develop context-specific strategies for conducting difficult conversations with empathy. • Provide practical methods to positively and respectfully motivate others to create change. • Provide tools to create safe and authentic spaces for mediation. 			

- Develop skills to mediate within teams by listening with empathy.
- Build effective conflict management skills.
- Provide tools to identify and address resistance to change, developing effective resistance management skills.

4. Facilitate discussions, sessions, interventions and activities that promote inviting change

- How to give meaningful recognition
- Focussed interventions to embed Leadership principles and practices aligned to the WCDHW values
- How to leverage the most value in all contexts
- How to build meaningful relationships
- Develop skills to role model as a leader. Living the values and leading by example showcasing leadership behaviours (LBC)
- Enhance skills to demonstrate care, connection, and empathy
- Develop self-awareness

5. Develop strategies, implementation plans and facilitated discussions and interventions to integrate cultures such as:

- How to empower people
- Provide skills to embrace Diversity and Inclusion
- Build capability to make informed decisions (evidence based, factual, data-led)
- Develop skills to receive honest authentic feedback as well as provide authentic feedback
- Instil accountability and responsibility
- How to break down silos
- Enhance collaboration across boundaries

6. Facilitated process and skills development to Listen with empathy such as:

- Reflective Listening
- Develop effective skills to listen with empathy
- To discover and experience how listening empowers people to help others, improve relationships and increase the opportunity to personal and team achievement
- How to convey understanding of communication through listening
- How to respectfully pay attention to content and feeling expressed by individuals through listening
- How to reflect what is heard and feedback understanding

7. Design, provide and implement an array of tools to support effective communication and listening with empathy

- Assessment tools
- Profiling tools
- Communication platforms/tools to promote human connectedness
- Reflection and training tools
- Online and learning platform tools

8. Project Operations

- Design and implement end-to-end processes at scale.
- Develop and maintain project plans, flag risks, and facilitate actions with the relevant role-players.
- Attend project team and management meetings.
- Advise on related aspects as they affect the project and people.
- Establish and maintain enablement networks.
- Develop and strengthen internal capability through a train-the-trainer approach to facilitate spaces that build communication and listening skills.
- Employ various modalities to give effect to the service need.
- Engage with and guide specialists on corporate and customised approaches, strategies, messaging, and interventions, among others.
- Build a sponsorship coalition and develop enablement plans (skills development, resistance management, coaching, inter alia).
- Conduct assessments using appropriate tools aligned with WCDHW objectives and the service need.
- Enhance and expand the online learning space.
- Provide handouts and materials as required.

9. Feedback and Reporting

- Conduct monitoring and evaluation on the impact of programmes and interventions.
- Conduct evaluation assessments to track shifts and identify opportunities over time, including pre- and post-evaluation.
- Track shifts using M&E methodologies and reflect them in a report.
- Report per intervention, including recommendations aligned with the WCDHW Leadership and Transformation journey.
- Report on full-scale interventions.
- Provide overall reports per area, including an executive summary.
- Partner, liaise, provide feedback, report, and offer support as required.
- The service provider is to provide narrative reports upon completion of training or interventions.
- The service provider is to provide evaluation summary reports, including narrative (pre- and post-evaluation).
- Reports are to be shared with Employee Health & Wellness, Diversity and Disability Unit at the following address:
Diversity.Health@westerncape.gov.za
- Reporting must include an attendance register with disaggregated information (an attendance register template will be provided as an annexure).

4. Empowerment of Health and mid-level Managers				
4.1	Strengthening (maximize) individual, team (cohesion)competencies and system thinking capability			
4.2	Team based leadership focused on the technical and behavioural competencies			
4.3	Reporting			
Detail	<p>Under the auspices of the Chief Directorate: People Management, the service provider must render services aimed at strengthening individual and team competencies, system-thinking capability, and team-based leadership, with a focus on the technical and behavioural competencies required for health and middle managers.</p> <p>The required services will be applied to:</p> <ul style="list-style-type: none"> • Organisational Transformation Journey and agenda • Leadership Development Strategy (Leadership Behaviours Charter and Leadership Competency Framework) • Healthcare 2030 <p>The objective is to build a strong, ethical, and competent leadership pipeline at all levels to support health system resilience and sustainability.</p> <p>Outcomes</p> <ul style="list-style-type: none"> • Leaders at similar levels or functions learn together, whether in-person or virtually, enabling them to learn from each other. • Reflected learning occurs through mechanisms such as learning collaborations and focus groups, driving multilevel, interrelated learning. • Team cohesion, resilience, problem-solving skills, life skills, and personal resource management are addressed, as part of empowering managers through leadership programmes. • Outcomes serve as indicators for tracking progress and measuring return on investment. <p>The services include the following per project:</p> <ul style="list-style-type: none"> • Emotional and Social Intelligence <ul style="list-style-type: none"> ○ Develop a balanced awareness of self and social context through systems thinking. ○ Realise individual potential while contributing to achieving greater organisational outcomes. • Balance and Wellbeing <ul style="list-style-type: none"> ○ Understand emotional stress and the impact of burnout. ○ Promote time and personal resource management, supporting work-life balance. • Effective Team Engagement Skills <ul style="list-style-type: none"> ○ Optimise opportunities to resolve conflict. ○ Negotiate agreed team rules, values, and objectives. ○ Motivate staff to make progress using team strengths. ○ Build resilience and constructive conflict management skills. ○ Conduct difficult conversations and give and receive feedback as part of a team. 			

- Understanding Group Dynamics
 - Value diversity within groups.
 - Optimise contributions from all members.
 - Acknowledge and express appreciation for different inputs.
- Life Skills Training
 - Foster understanding of personal limitations and different perspectives.
 - Encourage recognition, motivation, productivity, and improved sense of belonging.
 - Provide practical tools to manage personal time and resources.
- Personality Profiling
 - Provide tools to help team members understand themselves and colleagues.
 - Promote respectful, productive, and positive working relationships, including across virtual boundaries.
- Communication Skills
 - Individuals understand their own and others' communication preferences.
 - Improve collaboration by connecting effectively with colleagues.
 - Develop a common language to overcome challenges and manage conflict.
- Action Learning Programmes
 - Develop, design, and implement programmes that solve real problems.
 - Encourage learning as individuals, teams, and organisations through reflection on results.
 - Integrate problem-solving and team development processes.
- Empowerment Across Spaces
 - Strengthen capability to empower others in both clinical and non-clinical areas.
 - Promote cross-boundary collaboration.
- Leadership and Team Development
 - Enhance skills to provide timely and transparent communication across all levels.
 - Implement aligned development frameworks to embed purpose, values, and behaviours.
 - Foster a culture of service, continuous improvement, and empowered problem-solving.
- Learning Organisation Approach
 - Build resilience, adaptability, and innovation.
 - Incorporate systems thinking to enhance strategic decision-making and integrated problem-solving.
 - Align processes, practices, and systems to embed a continuous improvement culture.
- Change Management Capability
 - Equip leaders and managers at all levels to lead teams through uncertainty and implement effective change.
 - Foster a culture of effective communication and empathetic listening.

Ability to lead, manage complexity to collaboratively create an environment that supports real system change

- **Learning methodology**
- Principles of adult learning – benefit from peer learning and participants' experience and existing knowledge
- Practical scenario testing/discussion – model implementation
- Mode of delivery: blended, didactic, e-learning, interactive, group learning, experiential

	<ul style="list-style-type: none"> • Training to include workplace application: ensure that course covers theory and case discussions, assess knowledge gained and ability to apply knowledge in practical scenarios, include mentoring and support to ensure application and behaviour change <ul style="list-style-type: none"> a. Assessment/evaluation based on competence and confidence to apply new skill/knowledge • Provide handouts and materials as required <p>Feedback and Reporting</p> <ul style="list-style-type: none"> • Track shifts using M&E methodologies and reflect findings in a report. • Conduct evaluation assessments to monitor shifts and identify opportunities over time, including pre- and post-evaluation. • Report per intervention, including recommendations aligned with the WCDHW Leadership and Transformation journey. • Report on full-scale interventions. • Provide overall reports per area, including an executive summary. • Partner, liaise, provide feedback, report, and offer support as required. • The service provider is to provide narrative reports upon completion of training or interventions. • The service provider is to provide evaluation summary reports, including narrative (pre- and post-evaluation). • Reports are to be shared with Employee Health & Wellness, Diversity and Disability Unit at the following address: Diversity.Health@westerncape.gov.za • Reporting must include an attendance register with disaggregated information (an attendance register template will be provided as an annexure). 			
5.	Diversity Inclusion, belonging and ethical decision making			
5.1	Cultivate leadership with a high sense of urgency towards an endearing inclusive, enabling, caring culture			
5.2	Enhance Individual, team and system capabilities			
5.3	Reporting			
Detail	<p>Under the auspices of the Chief Directorate People Management, the Service Provider must provide for services focused on Diversity inclusion, belonging and ethical decision making. The service must align to the Leadership development strategy and Transformation journey of the WCDHW. The services are to be customisable to be relevant to all occupational levels of employment</p> <p>1. Key Objectives:</p> <ul style="list-style-type: none"> • Develop a common understanding of diversity and its influence on organisational performance. 			

- Provide insights into South Africa's socio-historical context, including structural inequality, race relations, gender disparities, and disability inclusion barriers, and explore how these factors influence organisational culture and transformation.
- Understand the needs of different generational groups in the workplace to develop team members' skills and improve performance, growth, and development.
- Provide insights into existing conditions of race relations, issues of diversity, and contemporary human rights concerns, fostering critical consciousness within WCDHW.
- Identify and address behaviours, interactions, and structural practices that perpetuate bias or prejudice, which may limit WCDHW's ability to fulfil its constitutional health-care mandate.
- Reflect on individual and collective responsibilities for upholding constitutional and departmental values, Batho Pele principles, human rights, and a zero-tolerance approach to discrimination.
- Promote the principles of ethical decision-making to eliminate bias and ensure accountability for all decisions taken in a complex, fast-paced environment, underpinned by person-centredness and systems thinking.
- Integrate diversity, inclusion, belonging, and ethical decision-making into leadership and organisational practices.
- Structure training around practical case discussions to ensure applicability and engagement.

2. Leadership diversity capacitation; Capacitate and support leaders to:

- Build internal leadership energy to drive diversity and inclusion initiatives.
- Strengthen collective buy-in through reflective leadership work, fostering a shared understanding of diversity, inclusion, belonging, and ethical decision-making.
- Overcome counterproductive thinking, structural bias, misaligned behaviours, and practices that delay WCDHW transformation.
- Work effectively with polarities, complexity, unconscious bias, invisible barriers, and stigma to cultivate an inclusive organisational culture.
- Role model key leadership behaviours that embrace diversity and foster inclusion.
- Build and strengthen inclusive leadership capabilities across the organisation.
- Support the adoption of new inclusive thinking and behaviour shifts among teams.
- Create safe and courageous spaces for teams to explore diversity and inclusion challenges honestly.

3. Diversity Inclusion for teams: intervention should be Designed to develop, implement, facilitate and co-create processes that will:

- Advance diversity as part of a comprehensive, integrated culture evolution intervention, including the institutionalisation of the WCDHW Bullying Statement of Intent.
- Explore Employment Equity and the actions required to achieve it.
- Manage organisational and interpersonal power dynamics, differences, and tensions.
- Support new inclusive thinking and behaviour shifts within teams.
- Create safe and courageous spaces for teams to explore diversity and inclusion challenges honestly.
- Build leadership skills required to role model and engage teams across multiple dimensions, contributing to Employee Health and Wellness.
- Shift individual and team mindsets to foster an enabling, caring culture aligned with the strategic intent of Healthcare 2030.
- Sensitise teams to polarities within the system and provide strategies to manage them effectively.
- Enable teams to understand, anticipate, and manage resistance to diversity and inclusion initiatives.
- Address discrimination, stereotypes, unconscious bias, and exclusion within teams.
- Capacitate teams to manage conflict effectively.
- Equip teams to have difficult conversations in the workplace, creating an inclusive culture, fostering trust, compassion, empathy, and collective engagement to achieve shared vision, transformation goals, and service delivery outcomes.
- Support teams in addressing diffuse stereotypes and stigma.
- Enable teams to role model key dispersed leadership behaviours that embrace diversity and foster inclusion.
- Facilitate understanding and effective functioning across multiple layers and levels of the organisational system.
- Develop awareness of diversity in all its complexity, forms, and multiple perspectives.
- Leverage diversity as an organisational strength.
- Stimulate dialogue, explore related narratives, and provide tools for empathetic listening, understanding the impact of personal and organisational filters through diversity management learning.

4. Project operations

- Ensure sustainability and tailor services to the specific context of the organisation.

- Build capacity, including a pool of facilitators, to drive diversity initiatives through various modalities such as one-day workshops, podcasts, webinars, and touchpoints.
- Design and implement end-to-end processes at scale.
- Develop and maintain project plans, flag risks, and facilitate actions with the relevant role-players.
- Attend project team and sponsor meetings.
- Provide advisory support on diversity, inclusion, belonging, and ethical decision-making.
- Employ various modalities to deliver services aligned with organisational needs.
- Conduct assessments using appropriate tools aligned with WCDHW objectives and service requirements.
- Develop, enhance, and maintain online learning platforms where required.
- Provide handouts and materials as needed.

5. Feedback and Reporting

The service provider must:

- Conduct monitoring and evaluation of programme impact, aligned with the WCDHW Transformation Journey and Leadership Strategy.
- Track shifts using recognised M&E methodologies and reflect findings in a report.
- Conduct evaluation assessments to monitor shifts and identify opportunities over time, including pre- and post-evaluation.
- Report per intervention, including recommendations aligned with the WCDHW Leadership and Transformation journey.
- Report on full-scale interventions.
- Provide overall reports per area, including an executive summary.
- Partner, liaise, provide feedback, and report as required.
- The service provider is to provide narrative reports upon completion of training or interventions.
- The service provider is to provide evaluation summary reports, including narrative (pre- and post-evaluation).
- Reports are to be shared with Employee Health & Wellness, Diversity and Disability Unit at the following address:
Diversity.Health@westerncape.gov.za.
- Reporting must include an attendance register with disaggregated information (an attendance register template will be provided as an annexure)

	<p>6. Guiding Principles</p> <ul style="list-style-type: none"> • The service offering must be: • Fluid, organic and iterative, responding to real-time departmental dynamics. • Human-rights-based, aligned to constitutional, DPSA, and WCDHW transformation imperatives. • Evidence-led, built on robust data, behavioural insights, Employment Equity analytics, and departmental culture diagnostics. • Inclusive, engaging all levels through an integrated model. <p>Transformation-oriented, with clear links to culture, leadership capability, Employment Equity performance, and improved people-centered service delivery.</p>			
6.	Change Management capability development			
6.1	Change Leadership capacity building: Facilitation and Training			
6.2	Change Management Coaching			
6.3	Online Portal for Change Management resources (Virtual Toolkit)			
6.4	Reporting and Administration			
Detail	<p>Under the auspices of the Chief Directorate People Management, the Service Provider must deliver a Change Management Capability Development Programme for senior and mid-level managers, and where required, provide targeted support to supervisory and operational teams directly affected by organisational change.</p> <p>The programme must:</p> <ul style="list-style-type: none"> • Align with the WCDHW Leadership Development Strategy and Transformation Journey. • Incorporate behavioural and cultural requirements emerging from the implementation of Healthcare 2030 (HC2030). <p>Given the ongoing change within the Department including structural and business process realignment, role and post changes and broader transformational shifts—leaders, supervisors, and managers must be supported to:</p> <ul style="list-style-type: none"> • Reinforce expected behaviours. • Strengthen team alignment. • Facilitate the practical adoption of new ways of working during transitions. 			

The programme must ensure that leaders and managers at all levels are equipped to:

- Lead teams effectively through uncertainty.
- Navigate organisational change.
- Respond proactively and take appropriate action to drive effective change.

1. Key Objectives:

Leaders need to show Change Leadership as a skill and the programme must enable them to raise awareness of self and others during a Change process, understand their roles during this process and build capacity in managing resistance to change.

- Understanding foundational aspects of change management and the critical role managers play in the change process.
- Learn a practical framework and tools for processing the many changes that impact them and their teams.
- Understand how to apply the Prosci ADKAR® Model and SCARF Model to facilitate individual change and identify reasons for employee resistance.
- Assess a current change impacting their team.
- Create action plans to move employees past barrier points and to the desired future state.
- Strengthen alignment to HC2030 values and support leaders and teams to translate these behaviours into everyday practice.
- Identify behavioural and cultural barriers that influence team readiness, morale or change adoption.
- Support leadership and supervisory levels with practical tools to reinforce expected behaviours and accountability during change.

2. Facilitation and Training

- Co-develop a change capacity building initiative that will develop senior and mid-level managerial capability to lead and navigate change
- Facilitate and build capacity through training and interactive conversations where leaders learn collaboratively and feel supported to drive the change
- Create safe spaces through group discussions and brainstorming on developing change management strategies and action plans.
- Practical application of the change management theoretical frameworks to apply and implement change plans and tactics appropriately
- Utilisation of interactive tools and measurement tools to ensure engagement on key topics as well as provide analytics

- Provide the knowledge, tools and practical insight to navigate resistance to change and well as how to coach and support own team members/colleagues to adjust to change in the organisation
- Offer certificate of attendance for delegates who satisfactorily completed the Change Management Capacity Building programme.
- Provide handouts and materials as required
- Facilitate behaviour-focused sessions to strengthen accountability, communication and team cohesion in alignment with HC2030 values.
- Provide targeted change capability sessions for supervisory teams responsible for daily implementation of change.
- Support facility or unit-level engagement where operational changes require alignment, adoption and reinforcement of new processes or roles.
- Facilitate discussions addressing behavioural or cultural challenges that may affect change implementation or team functioning.
- Provide tools and materials that help translate organisational values into observable behaviours within teams.

3. Coaching

- Offer one-on-one coaching support for individual managers who need additional assistance in their growth and development as a change leader; or where a high degree of complex change is being experienced and a leader/ manager require direct support to lead the change.
- Provide and facilitate post-engagement reviews (can also include assessments) as part of the on-going coaching support model for the capability programme. This will be to ensure leaders and managers take ownership and accountability for implementing changes in the organisation (within their circle of influence)
- Provide coaching to support leaders and supervisors in modelling HC2030 behaviours and addressing behavioural barriers within their teams.
- Offer short-cycle coaching interventions for supervisors involved in significant operational or structural changes, where required.

4. Online Portal for Change Management Resources

- Provision of an online Portal as a knowledge creation hub of latest change management research, tools, downloadable templates and worksheets.
- Include resources that support behavioural change, HC2030 values integration, team alignment and practical adoption of new processes.
- Provide templates and tools that support supervisors and operational teams in leading daily change activities.

- Online Portal is to be regularly updated informative videos and/or articles (blog) to support change management competency development.
- It would be preferred if the toolkit provided is a corporate access to the organisation to promote standardisation.

5. Feedback and Reporting

- Regular feedback to the internal project team on the implementation of the Change Management Capability Programme
- Conduct analysis and trend reporting on the behavioural shifts in Change Management maturity and skills development of senior and mid-level leaders in the Department
- Provide a range of reporting as may be required by the Department in the formats requested (Detailed narrative reports in MS Word or PDF; MS PowerPoint Slide presentations, etc.)
- Any assessment tools/ instruments used is capable of generating data intelligence that can be used in integrated reporting to assist the Department to make meaningful inferences from in relation to other instruments or interventions and programmes within the Department
- Reports are generated online and in accepted timeframes WCDHW has full access to data and reports
- Partner, liaise, feedback, report and provide support as required.
- Provide insights on behavioural patterns, readiness indicators and adoption challenges across participating teams or facilities
- Identify resistance hotspots, cultural misalignment risks and key factors affecting effective implementation of change.
- Provide consolidated reporting that supports leadership decision-making related to HC2030 transformation priorities.
- Service provider to provide narrative reports on completion of training or intervention
- Service provider to provide evaluation summary reports which include narrative (Pre- and Post-evaluation).
- Reports are to be shared with Employee Health & Wellness , Diversity and Disability unit using the following address
Diversity.Health@westerncape.gov.za
- Reporting must include attendance register with disaggregated information (an attendance register template to be provided as an annexure)

6. Administration

- The Service Provider must have its own operational office with equipment, stationery supplies and personnel, including a support team of registered professionals (Industrial Psychologists, Coaches, Change Practitioners, Trainers) to ensure administrative efficiency and delivery.

	<p>7. Service Provider Requirements:</p> <p>The WCG subscribes to the use of the PROSCI Change Management methodology. The Western Cape Department of Health make use of the SCARF model as an additional lens to deal with individual change.</p> <ul style="list-style-type: none"> • The service provider must demonstrate advanced facilitation skills including virtual, and in person face to face approaches. • The service provider must possess relevant Behavioural Science Professional qualification and/ or PROSCI certification to deliver training and educational workshops on CM Capability Development and Maturity. • Demonstrate understanding and application of the SCARF model as part of their portfolio. • Provider to possess relevant Coaching Training, qualifications and experience to render CM coaching support to leadership levels. • Demonstrate experience in facilitating behavioural change, team alignment and culture-enhancement interventions. • Demonstrate capability to support system-level and multi-stakeholder change facilitation aligned to HC2030, including operating model changes or cross-functional transformation discussions. 			
				<p>Comments/ Complies/ Does not comply/Yes/ No</p>
<p>NOTE</p>	<p><i>In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.</i></p> <p>CONTRACT PERIOD</p> <p>1.1 This agreement, shall be subject to the conclusion of the contract forms, completed bid document and the General Conditions of Contract, and shall remain in force for 60 months and terminate on the last calendar day of the 60 months.</p> <p>SECTION 2 - The bid process</p> <p>2.1 <i>Closing date of bid</i> Friday, 22 May 2026 at 11:00 am <i>Validity of bid</i> 60 days from closing. <i>Registration as interested party</i> Following the publication of the invitation to bid, the bidders requesting bid documents will be registered as interested parties</p> <p>SECTION 3 - Instructions for completing bid documents</p> <p>3.1 Please provide all compulsory documents required in the bid invitation in the full name of the bidder.</p> <p>3.2 Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.</p> <p>3.3 Please complete all the documents and forms provided in this bid document and furnish all the requested information.</p> <p>3.4 Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection.</p> <p>3.5 A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath</p>			

3.6	each point in the bid document. The numbering in the bid document may not be altered.
3.7	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.
3.8	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.
3.9	You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections of the service which you intend providing.
3.10	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.
3.11	Please provide an index/summary of all supporting documents with your bid response.
3.12	The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.
3.13	Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.
3.13	Response fields that have been left blank intentionally or unintentionally, have been marked with a '✓□', '×□', or other symbols will be considered non-responsive to the particular question.

<p>4.1</p> <p>5.1</p> <p>5.2</p> <p>5.3</p> <p>5.4</p> <p>5.5</p> <p>5.6</p> <p>6.1</p> <p>7.1</p>	<p>SECTION 4 - Bid clarity</p> <p>(i) The Department reserves the right to request clarifying information from a bidder.</p> <p>(ii) Bidders or interested parties may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, so as to promote the principle of unbiased communication with the parties.</p> <p>SECTION 5 - Bid awarding</p> <p>All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.</p> <p>Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.</p> <p>The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the Western Cape Department Health and Wellness procurement parameters.</p> <p>The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria.</p> <p>This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.</p> <p>The contract will be an approved preferred supplier list. Each institution will procure the services identified by the institution via the Electronic Procurement System and link the service provider in line with the service required by the institution.</p> <p>SECTION 6 - Administrative</p> <p><i>Courses inclusive of: Training material, Course Certificates, Continuous education unit (CEU) certificates, attendance registers, satisfaction surveys, catering and venue (if conducted face-to-face)</i></p> <p>SECTION 7 – Quality Assurance</p> <p>Quality assurance measures should be implemented on all courses</p> <p>SECTION 8 - Evaluation criteria</p> <p>(i) Phase 1A: Compliance with compulsory Western Cape Supplier Evidence Bank (WCSEB) and Central Supplier Database (CSD) registration and completion of the bid document. All bidders who comply with Phase 1A will proceed to phase 1B.</p> <p>(ii) PHASE 1B: Compliance with compulsory requirements in table below and WCBD forms. All bidders who comply with Phase 1B will proceed to phase 2.</p> <p>(iii) Phase 2: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. A minimum qualifying threshold of 70% must be achieved to proceed to phase 3. The score sheet is reflected is below.</p> <p>Please complete the documentary proof summary sheet below as evidence of your ability to confirm your compliance with the evaluation criteria on the previous page. All of the below mention must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.</p> <p>Bidders who do not submit all of the requested document below or do not comply with all of the requirements below WILL be disqualified from further evaluation.</p>	
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				Comments/Complies/ Does not comply/Yes/No
SECTION 8 - Evaluation criteria (continuation) PHASE 1B: Compliance with compulsory requirements below and WCBD forms. All bidders who comply with Phase 1B will proceed to phase 2.				
No	Criteria	Proof attached (tick where applicable)		
1	Bidding companies are required to clearly indicate which of the services they are interested to participate in , by ticking the relevant service in table 1	Yes	No	
2	A Business Profile must be provided that indicates the nature and the scope of work performed by the bidding company, as well as industry experience in rendering the relevant services where interest was expressed.	Yes	No	
3	Bidding companies must provide a summarised Curricula Vitae CV (no more than 2 pages) of a client engagement contact who will oversee and manage the specific service/s and projects to be performed for the duration of the contract. The CV must indicate the years of experience, accreditation / professional registration, qualifications and physical location/address (Western Cape).	Yes	No	
4	Bidding companies must provide a summarised of Curricula Vitae CV (no more than 2 pages) of the facilitators who will be rendering the training. The CV must indicate the years of experience, accreditation/ professional registration, qualifications).	Yes	No	
5	Bidding companies who are specifically bidding for mentoring must provide a summarised of Curricula Vitae CV (no more than 2 pages) of the mentors/ coaches. The CV must indicate the years of experience, accreditation namely ICF/ COMENSA/ professional registration, qualifications).	Yes	No	
6	Bidding companies must provide a portfolio of evidence containing examples of previous work done (e.g. business process improvement/change management projects including leadership capacity building, culture change and dispersed leadership strategies, 360 degree assessment conducted as well as reports, and mentoring programme/projects executed including process maps, standard operating procedures) evaluation executed including reports, Empowerment and capacity development programmes developed and facilitated such as life skills training among others at all levels, Diversity and inclusion work conducted, and any other relevant work examples aligned to service need)	Yes	No	
7	The bidder must provide a minimum of three (3) reference letters with contactable persons/clients that the WCDHW may be utilised to verify previous work done on the relevant service/s.	Yes	No	
8	The bidder must accept the terms and conditions as presented by the WCDHW	Yes	No	
Phase 2: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. A minimum qualifying threshold of 70% must be achieved				
No	Criteria	% Criterion weight	Guidelines for criteria application	Mark response with X in appropriate column.
1	Experience	45		
1.1	The service provider's relevant experience in the specific service/s in terms of number of projects done. Scoring will be based on the number and scale of similar projects done. Evidence of experience to include (at minimum):	10	1-2 projects done	
		20	>2-4 projects done	
		35	> 4 - 6 projects done	
		45	More than 6 projects	
	<ul style="list-style-type: none"> • Name of a project; • Scope of the project; • Duration of project; • Value of the project; and Core project elements / outcomes.			

	Phase 2: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. A minimum qualifying threshold of 70% must be achieved			
2	Working Knowledge of the range of services	35		
2.1	The service provider's knowledge of the range of services. Scoring will be based on the years of similar projects done in the public sector	10	Projects done less than 3 years outside of public service sector	
		15	Between 3-5 years Projects done in public entities	
		25	Between 5 -10 years Projects done in public sector organisations (local government)	
		35	More than 10 years' experience Projects done in public sector organisations (provincial, national government)	
3	Staff Capacity	30		
3.1	Number of appropriately skilled/qualified resources available to render the specific service/s	0	Limited staff resources (1-2 resources) Limited staff resources (1-2 resources) with a network	
		5	2-3 staff resources (1-2 resources) with a network of affiliates	
		10	3-5 staff resources with a network of affiliates	
		25	6-10 staff resources with a network of affiliates	
		30	11-15 and more staff resources with a network of affiliates	
				Comments/Complies/ Does not comply/Yes/No
	SECTION 9 – Obligation of the Training Provider			
	The service sessions must			
9.1	The training will be conducted in English			
9.2	Ensure that presenters manage a medium to large group of participants.			
9.3	Service providers will be responsible for the venue, presenters and facilitators, travelling and disbursement and all administrative cost of the presenters and facilitators be inclusive in the bid price/quotation.			
9.4	Keep attendance registers for all sessions and indicate in such registers details about the topics/ modules and duration			
9.5	Provide the following resources: a. Training consumables, e.g. flip charts, khokis, etc. b. Learner manuals, notes etc. c. Multimedia presentations, where practical and possible d. Provide handouts and material per service range.			
9.6	Service providers to provide the various range of services available via virtual platforms and face to face.			
	SECTION 10 – Obligation of the Western Cape Government Health			
10.1	The Department shall provide the Service Providers with timely access to information reasonably required by the Service Providers to perform its duties under this agreement.			
10.2	The Department will identify the appropriate participants to attend sessions based on a needs assessment and ensure that the participates are informed of the logistics including date, time and venue of the sessions.			
10.3	The Department will inform the service providers when Departmental venues are required timeously.			

	Comments/Complies/ Does not comply/Yes/No
<p>SECTION 11– Pricing and payment</p> <p>11.1 Different pricing structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid fixed percentages for various periods, i.e. three tier /year 1, 2 and 3.</p> <p>11.2 No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three monthly.</p> <p>11.3 In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.</p> <p>11.4 On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.</p>	
<p>SECTION 12 - Negotiations</p> <p>12.1 The Department reserves the right to enter into negotiations with bidders (before the contract is concluded). The Department reserve the right to terminate negotiations with preferred bidder provided that such negotiation:</p> <p>12.1.1 does not allow any preferred bidder a second or unfair opportunity</p> <p>12.1.2 is not to the detriment of any other bidder; and</p> <p>12.1.3 does not lead to a higher price than the bid as submitted.</p> <p>12.2 If the negotiations fail to result be unacceptable, the Department may terminate the negotiations and invite the next ranked bidder(s) for negotiations. The original preferred bidder(s) should be informed of the reasons for termination of the negotiations. Once negotiations have been terminated, they may not be re-opened.</p>	
<p>SECTION 13-Performance monitoring</p> <p>13.1 Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections take place regularly to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes.</p>	
<p>SECTION 14 - General</p> <p>14.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Western Cape Department of Health reserves the right, in its sole discretion:</p> <p>(i) To amend the bid process, closing date or any other date at its sole discretion,</p> <p>(ii) To cancel the bid or any part of the bid before the bid has been awarded,</p> <p>(iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,</p> <p>(iv) Not to award the bid to the highest points or lowest price,</p> <p>(v) To reject all responses submitted and to embark on a new bid process,</p>	

		Comments/Complies/ Does not comply/Yes/No
14.2	<p>SECTION 14 – General (continuation)</p> <p>(vi) To withdraw any services from the bid process,</p> <p>(vii) To terminate any party's participation in the bid process</p> <p>(viii) or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party;</p> <p>(ix) To extend or expand the contract on written request from the Department.</p> <p>Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,</p>	

SPECIAL CONDITIONS OF BID

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

- 1. APPLICATION**
- 1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Western Cape Government ("WCG").
 - 1.2 By submitting a bid in response to the bid invitation from the WCG, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.
- 2. SPECIFIC EXCLUSIONS**
- The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:
- 2.1 Subcontracts – clause 20;
 - 2.2 Penalties – clause 22;
 - 2.3 Settlement of Disputes – clause 27; and
 - 2.4 Limitation of liability – clause 28.
- 3. REPLACEMENT CLAUSES**
- 3.1 *Clause 20 of the GCC is substituted with the following:*

Subcontracts and assignment

 - 3.1.1 The Service-provider may not assign, cede, delegate or transfer any of its rights or obligations without the WCG's prior written consent and subject to the relevant WCG procurement prescripts.
 - 3.1.2 The Supplier may only sub-contract with the prior written consent of the WCG and subject to the provisions of the Preferential Procurement Policy Framework Regulations, 2011 and other relevant WCG procurement prescripts.

3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*

Penalties and Damages

 - 3.2.1 The WCG may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
 - 3.2.2 The WCG's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
 - 3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.

3.3 *Clause 27 of the GCC substituted with the following:*

Settlement of Disputes

 - 3.3.1 Should a dispute arise between the parties concerning this contract, the parties shall attempt to resolve the dispute by negotiation. As such the aggrieved party must invite the other party in writing to a meeting within 7 (seven) calendar days to endeavour to resolve the dispute as soon as possible.
 - 3.3.2 If the dispute is not resolved by such negotiation, the parties will, upon agreement, refer the dispute to mediation and/or arbitration to be conducted as set out further on. If agreement cannot be reached on whether to refer the dispute to mediation or arbitration, or if better suited, a party may institute legal proceedings in a court of competent jurisdiction to resolve the dispute.

SPECIAL CONDITIONS OF BID (CONTINUED)

- 3. REPLACEMENT CLAUSES** **Settlement of Disputes**
- 3.3.3 No referral of any dispute for a resolution process will relieve any party from any liability for the due and punctual performance of its responsibilities under the contract.
- 3.3.4 Notwithstanding anything other provisions a party shall be precluded from obtaining interim, interdictory or similar relief from a court of competent jurisdiction.
- 4. PAYMENT**
- 4.1 The WCG will pay the service-provider for the services rendered or goods provided.
- 4.2 Notwithstanding the WCG's right to impose penalties, the WCG may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the supplier.
- 5. INDEMNITY**
- The service-provider indemnifies the WCG against all and any claims which may arise, directly or indirectly, from the rendering of the services or supply of the goods by the supplier and where such claim was caused by the negligence, violation of law or breach of any contractually agreed terms or conditions by the service-provider, its employees, agents or representatives.
- 6. CONFIDENTIALITY AND DISCLOSURE**
- 6.1 The supplier must treat all information and records furnished to it by the WCG, or arising from the execution of the contract, as confidential. The service-provider will not disclose this information to a third party without the WCG's prior written consent.
- 6.2 The WCG may only disclose records of the supplier, including the service-provider's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
- 6.3 The supplier will not, without the prior written consent of the WCG, cause any public statement to be made relating to the contract with the WCG.
- 6.4 This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.
- 7. BREACH**
- 7.1 If a party commits a breach of any of the provisions of the contract the other party may notify the defaulting party of such breach by giving written notice, setting out the breach, and requesting the defaulting party to remedy the breach within, at least, seven calendar days.
- 7.2 In the event that the defaulting party fails to remedy a material breach to the satisfaction of the non-defaulting party, after notice was given in terms of clause 7.1 above, the non-defaulting party may, notwithstanding any other provision of the contract, or rights which the non-defaulting party may have in law, cancel the contract.
- 7.3 A repeated non-material breach of any of the terms and conditions of the contract, and of which notice was given in terms of clause 7.1 above, may also constitute a material breach. In such event the provisions of clause 7.2 above will apply *mutatis mutandis*.
- 7.4 Notwithstanding any other provision of the contract between the parties, the WCG may suspend the contract, or part thereof, without payment, with reasonable written notice to the service-provider, when there is an imminent and serious public safety or environmental risk caused by the rendering of the services.

SPECIAL CONDITIONS OF BID

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

8. WAIVER

- 8.1 No waiver of any of the terms and conditions of the contract will be binding unless agreed to in writing by the party waiving the right, and any such waiver will be limited to the specific instance and for the purpose given.
- 8.2 No failure or delay by either party in exercising any right, power or privilege precludes any other, or further, exercising thereof or the exercising of any other right, power or privilege.
- 8.3 No indulgence, leniency or extension of time which a party ("the Grantor") may grant or show the other party, will in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract

DISPUTE RESOLUTION PROCESSES

MEDIATION

1. Any dispute arising out of or in connection with this contract may be referred by the parties, without legal representation, to a mediator.
2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
3. The mediator shall be selected by agreement between the parties.
4. If agreement cannot be reached upon a particular mediator within five calendar days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the mediator within ten calendar days after the parties have failed to agree.
5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
6. The parties shall have fourteen calendar days within which to finalise their representations. The mediator shall within fourteen calendar days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
7. The opinion so expressed by the mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the parties agree to refer the dispute to arbitration. The expressed opinion of the mediator shall not prejudice the rights of either party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
8. The cost of mediation shall be determined by the mediator.
9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the mediator on presentation of his or her written account.

ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
 - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

4. If agreement cannot be reached on whether the question in dispute falls under 3(a) or 3(b) above and/or upon a particular arbitrator within seven calendar days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:
 - (a) determine whether the question in dispute falls under 3(a) or 3(b); and/or
 - (b) within seven calendar days after the parties have failed to agree, appoint an arbitrator from two arbitrators nominated by each party.
5. The arbitrator shall give his or her decision within fourteen calendar days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration be paid either by one or both parties and at such ratio as deemed appropriate by the arbitrator.
6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application by either party.

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;

"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;

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.

“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 an! 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;

“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;

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31 May 2022

“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.

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.
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 Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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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.

31 May 2022

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 i. that the information disclosed above is true and accurate;
 - ii ii. that I have read understand the content of the document;
 - iii 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:

7. 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 place 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.

31 May 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TRO 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 MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“Acceptable bid”** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid 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, which 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 codes of good practice of 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 a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation 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 bid for goods and 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 requirements 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 South African currency 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 services through price quotations, competitive bidding processes 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 to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes 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 for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points 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)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points 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 points system shall be applicable; or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

- 2.5 Failure on the part of a bidder to complete and 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, along with the bid, or an affidavit issued by the 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 Regulation 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 bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
 (a) points out of **80/90** for **price**; and
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If 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 Per Regulation 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, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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 following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No 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% (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% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.

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 bid.

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 CLAIMED IN TERMS OF PARAGRAPH 5

- 8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by 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 bid).

9. SUB-CONTRACTING

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

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? *(delete which is not applicable)* **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its 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 (Select applicable option)
- Partnership/Joint venture consortium
 - One-person business/sole propriety
 - Close corporation
 - Public company
 - Personal liability company
 - (Pty) Ltd
 - Non-profit company
 - State-owned company

10.5 I/we, the undersigned, who am/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 8 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 130 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 to secure a particular B-BBEE status or any benefit associated with compliance with 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, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or 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% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, 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.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned	Level One (133% B-BBEE procurement recognition)
More than 31% Black owned	Level Two (123% B-BBEE procurement recognition)
(a) At least 23% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 13%.	(b) At least 30% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
(c) At least 23% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.
(e) At least 83% of labour costs should be paid to South African employees by service industry entities.	

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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.

16. Payment

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

17. Prices

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

18. Contract amendments

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

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial

- 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.

**Participation (NIP)
Programme**

**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)