

## **EMERGING MANAGEMENT DEVELOPMENT PROGRAMME (EMDP)**

AND

## **ADVANCED MANAGEMENT DEVELOPMENT PROGRAMME (AMDP)**

**NSG/BID/03/2023/2024**

**REQUEST FOR PROPOSAL:**

**DELIVERY OF THE EMERGING MANAGEMENT DEVELOPMENT PROGRAMME (EMDP) AND THE ADVANCED MANAGEMENT DEVELOPMENT PROGRAMME (AMDP) IN PARTNERSHIP WITH PUBLIC HIGHER EDUCATION INSTITUTIONS (PHEIs).**

**BIDDING DOCUMENT**

ToR	Terms of Reference
SCC	Special Conditions of Contract
ANNEXURE A	Evaluation Criteria
SBD 1	Advertisement
SBD4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022
GCC	General Conditions of Contract

**ADVERTISING DATE: 14 DECEMBER 2023**

**CLOSING DATE: 2 FEBRUARY 2024**

**CLOSING TIME: 11:00 (11 AM)**

**BID SUBMISSION:**

Bid can be couriered or delivered to:

The National School of Government,

70 Meintjes Street, Sunnyside, Pretoria, 0001

**Bid Validity: 120 Days**



## SCHOOL OF GOVERNMENT

Department:  
National School of Government  
REPUBLIC OF SOUTH AFRICA

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**TERMS OF REFERENCE**  
FOR THE DELIVERY OF THE  
**EMERGING MANAGEMENT DEVELOPMENT PROGRAMME (EMDP)**  
AND THE  
**ADVANCED MANAGEMENT DEVELOPMENT PROGRAMME (AMDP)**  
IN PARTNERSHIP WITH  
**PUBLIC HIGHER EDUCATION INSTITUTIONS (PHEIs).**

**2024 – 2027**

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## 1. BACKGROUND

- a. The National School of Government (NSG) is required to give effect to priority one of the Medium-Term Strategic Framework, i.e., building a capable and ethical developmental state. The NSG is mandated to provide quality education, training, and development (ETD) interventions to public sector officials on national, provincial, and local government level, state-owned enterprises as well as other public institutions. Such interventions aim to empower public servants to contribute to government's transformational goals.
- b. The NSG strives to foster a proficient, adept, and adaptable public service dedicated to upholding the principles and policies of a Developmental State. Its aim is to shape the performance and delivery of public services across all levels of Government. The NSG fulfils its role by offering high-quality education, training, and development (ETD) interventions in support of the learning journey of public sector officials and to empower them to contribute to government's transformational goals.
- c. The Integrated Management Development Programme (IMDP) of the NSG is designed as a learning pathway through administrative, managerial and leadership levels in the public sector. The IMDP is underpinned by the notion that development should be progressive and should address the needs of different target groups. Sessions of the IMDP are scheduled on demand and consist of the following four components:
  - i. Foundation Management and Development Programme (FMDP)
  - ii. Emerging Management and Development Programme (EMDP)
  - iii. Advanced Management and Development Programme (AMDP)
  - iv. Executive Development Programme (EDP)
- d. The NSG's EMDP is intended for supervisors and junior managers whilst the AMDP deepens the learning of middle managers and prepare them for being effective senior managers.
- e. These terms of reference relate to the delivery of the EMDP and the AMDP (hereafter referred to as *the programmes*) either as face-to-face or blended programmes across the allocated geographical area/s throughout the contract period.
- f. The curriculum and structure of the programmes may be reviewed for alignment to registered qualifications on the National Qualifications Framework (NQF) by the South African Qualifications Authority (SAQA) during the contract period and these terms of reference should be read against this background.
- g. The EMDP is delivered as three (3) blocks of five (5) days each and covers the following:
  - i. Block 1: Contextualising the Management Role in the Public Service
    - Module 1: Self-Management
    - Module 2: Management Overview
    - Module 3: Public Management
  - ii. Block 2: Customer Service, Communication and Quality Assurance
    - Module 4: Customer Service
    - Module 5: Communication
    - Module 6: Quality Assurance

- iii. Block 3: The Complete Supervisor
  - Module 7: People Management
  - Module 8: Public Financial Management
  - Module 9: Project Management
- h. The AMDP is delivered as three (3) blocks of five (5) days each and covers the following:
  - i. Block 1: Strategic Management
    - Module 1: Strategic Management
    - Module 2: Knowledge Management
    - Module 3: Public Management and Accountability
  - ii. Block 2: Mastering Management
    - Module 4: Public Financial Management
    - Module 5: Project Management
    - Module 6: Enhancing Service Delivery
  - iii. Block 3: Integrating the People Factor
    - Module 7: Results through Leadership
    - Module 8: People and Management
    - Module 9: Completing the Public Service Puzzle (Assessment)

## 2. PURPOSE AND OBJECTIVES

- a. The purpose is to appoint one or more Public Higher Education Institution (PHEI) to deliver the programmes on behalf of the NSG across the Republic of South Africa. The programmes must be available to public sector officials on national, provincial, and local government level, state-owned enterprises as well as other public institutions.
- b. The successful PHEI must deliver facilitation, assessment, moderation, and certification services for the programmes which are currently available as short learning programmes but may in future be offered as fully articulated programmes accredited the NSG.

## 3. CRITICAL SUCCESS FACTORS

- a. The PHEI in collaboration with the NSG must update, contextualise, and maintain the content of the programmes to ensure that they remain relevant to their target group, i.e., supervisors as well as junior and middle managers on national, provincial, and local government level, state-owned enterprises, and public institutions.
- b. The PHEI must collaborate with other PHEIs to offer an articulation pathway into further studies and exemption from subjects of related qualifications where the content was covered in the programmes.
- c. The PHEI must have the necessary facilitation, administrative and technological capacity to deliver the programmes in face-to-face format or as blended programmes across the allocated geographical area/s throughout the contract period.
- d. Project teams from the PHEI and the NSG must fully collaborate and communicate regularly to ensure that the programmes are delivered within the time limits requested by the client institution.

- e. Client institutions must ensure that learners from appropriate target groups are nominated, released to attend, and are supported by their supervisors to implement the skills, knowledge and practices gained. If needed, learners must be released to attend sessions other than those initially booked, given that the necessary arrangements are made in advance.

#### 4. POTENTIAL RISKS

- a. *Underestimation of project requirements*: The absence of project resources and contingency plans from either the PHEI or the NSG could negatively affect the project.
- b. *Non-performance and non-compliance*: Failure to deliver on any aspect of the project, substandard performance, deviation from or non-compliance with agreed norms and standards by the PHEI will compromise the project's purpose and objectives.
- c. *Inadequate resources and support*: Limited funding and a lack of learner support from the client institutions may adversely affect the learner's progress and their ability to apply their learning.
- d. *Interrupted attendance*: Irregular attendance will have an adverse effect on the learner's progress and ability to complete the programme.
- e. *Failure to meet assessment requirements*: Uncompleted assessments will have an adverse effect on the success of the programme and learner throughput.
- f. *Delayed availability of fully articulated programmes*: The development of EMDP and AMDP as fully fledged qualifications may necessitate the continued delivery of these programmes beyond the contract period.

#### 5. GEOGRAPHICAL AREA

- a. The programmes are available to public sector officials on national, provincial, and local government level, state-owned enterprises as well as public institutions. Delivery will take place across the Republic of South Africa across **ten (10)** geographical areas.
- b. Bidders must indicate their preferred geographical area which may include one or more of those listed below.
- c. For purposes of these terms of reference, the:
  - i. **first geographical area** is defined as National Departments with offices based in Gauteng.
  - ii. **second geographical area** is defined as Provincial and Local Government, state-owned enterprises and public institutions with offices based in Gauteng.
  - iii. **remaining eight geographical areas** are defined as National, Provincial and Local Government, state-owned enterprises and public institutions with offices based in:
    - a. the Eastern Cape Province.
    - b. the Free State Province.
    - c. the KwaZulu-Natal Province.
    - d. the Limpopo Province.
    - e. the Mpumalanga Province.
    - f. the Northern Cape Province.
    - g. the North-West Province.
    - h. the Western Cape Province.

- d. On allocating geographical area/s, the NSG will give preference to the PHEI whose headquarters (main base / primary campus/es) is located in the preferred geographical area, subject to such PHEI meeting the minimum requirements of these terms of reference. The PHEI with satellite (secondary) campuses in its preferred geographical area/s will be considered next.
- e. The NSG retains the option to award the **first geographical area** (defined as National Departments with offices based in Gauteng) to more than one PHEI and to rotate the delivery of programmes between these.
- f. The NSG further retains the option to request an PHEI to deliver the programmes in another geographical area should the primary PHEI be unable or unwilling to do so and given that the necessary arrangements are made in advance.

## 6. RESPONSIBILITIES OF THE PUBLIC HIGHER EDUCATION INSTITUTION

The PHEI must:

- a. In collaboration with the NSG, update, contextualise and maintain the quality and content of both programmes to ensure that it remains relevant to its target group.
- b. Collaborate with one another to offer an articulation pathway into further studies and exemption from subjects of related programmes where the content has already been covered in the EMDP or the AMDP.
- c. Have established mechanisms in place to apply recognition of prior learning to enable access and progression.
- d. Adhere to the standards and principles of the HEQC's and NSG's quality management systems with regard to program management and facilitation, learner management, assessment and moderation, training coordination, and record-keeping.
- e. Fully collaborate and communicate regularly to ensure that the programmes are delivered.
- f. Participate in program management and peer learning forums, including workshops, meetings, and online communities of practice.
- g. Ensure that the NSG is sufficiently profiled during training sessions through, amongst others, the use of branded and co-branded materials.

The PHEI must further:

- h. Provide **facilitation** capacity to deliver the programmes. Such capacity includes but is not limited to a sufficient in number of facilitators that are suitably qualified and competent, have sound knowledge of the subject matter and the public sector and are approved by the NSG prior to deployment. Facilitators must:
  - i. Comply with the NSG's processes and requirements for selection and appointment of facilitators, assessors and moderators and deploy only those that were pre-approved by the NSG.
  - ii. Undergo a training-of-trainers sessions, be given the opportunity to observe more experienced facilitators or afforded opportunities for upskilling, mentoring and further development when requested the NSG.
  - iii. Maintain awareness of global and local developments and continuously adapt content to meet evolving circumstances.

- iv. Provide group and one-on-one learner guidance and support as well as ongoing developmental feedback.
- v. Prepare candidate for the compilation and submission of the formative and summative assessment and provide appropriate assistance to candidates that have special needs.
- vi. Break down unfamiliar concepts and explain these using real-life public sector examples.
- vii. Grasp the interconnections both within and across the content and context of the programmes.
- viii. Contextualise material and delivery methodology to meet the specific requirements of client institutions.
- ix. Apply good facilitation practices and use techniques that encourage action learning, engage adult learners, and accommodate different learning styles.
- x. Be competent in the use of technology as a teaching tool.
- xi. Remain aware and respect the diverse cultural backgrounds and perspectives of learners.
- xii. Be fluent in English as the primary instructional language.
- i. Provide **administrative** capacity to deliver the programmes through a committed team that manages the day-to-day coordination such as:
  - i. Printing and distributing learner guides, candidate assessment guided, pre-course reading, tests and mark sheets, facilitator guides, assessor guides, and presentation slides in line with the NSG's quality standards.
  - ii. Contracting and deploying facilitators, making travel and accommodation arrangements, and processing payments.
  - iii. Maintaining a comprehensive learner records database that is compatible with the NSG's learner management system and provide information to the NSG on request.
  - iv. Being the primary communication channel between the PHEI, the NSG, the facilitator, the learner, and the client institution on issues relating to admission requirements and registration status.
  - v. Resolving challenges related to the delivery of the programmes.
  - vi. Reporting to the NSG as per the agreed schedule.
- j. Provide **technological** capacity to deliver the programmes which include an e-learning platform for blended delivery and audio-visual equipment such as laptops, data projectors and speakers.
- k. Provide **assessment** and **moderation** services which include, but are not limited to:
  - i. Ensuring that a sufficient in number of registered constituent assessors and moderators with sound knowledge of the subject matter and the public sector are available and pre- approved by the NSG.
  - ii. Confirming that the assessor understands all the requirements of the assessment and adheres to the NSG's Code of Conduct for Assessors and Moderators.

- iii. Conducting formative and summative assessments in accordance with the NSG's Assessment Policy.
  - iv. Advising the candidate of any outstanding evidence and keeping record of communication and evidence collected.
  - v. Maintaining the confidentiality of results.
  - vi. Conducting moderation activities and verifying that assessments instruments, processes and decisions are being upheld.
  - vii. Reassigning assessments if needed, dealing with appeals and de-register unsatisfactory assessors.
  - viii. Recording the final judgement and communicating the status of results in writing or through an appropriate electronic platform.
  - ix. Providing a comprehensive report at the end of each 3-block programme which includes information on registered learners; the attendance record of learners per block; the number of summative assessments submitted; the number of learners declared *competent* or *not yet competent* and a record of factors contributing to the latter.
- I. Provide **certification** services which include, but are not limited to:
- i. Issuing statement of results and certificates of successful completion , either in physical or electronic format within three (3) months after the due date for submission of summative assessments and providing a record of such to the NSG within the same time period.
  - ii. Certificates of successful completion must be co-branded in alignment with the Government Communication and Information Systems (GCIS) and the relevant PHEI's protocols. Its content must adhere to the PHEI's regulations.

The PHEI may:

- m. Contract or co-opt from the NSG's pool of appropriately qualified and experienced practitioners (including NSG staff, current and former public sector employees, and technical specialists) for use as module facilitators and content advisors, in conjunction with PHEI-based facilitators.

## 7. RESPONSIBILITIES OF THE NSG

- a. The NSG will appoint a project management team that must:
  - i. Coordinate administrative processes related to these terms of reference.
  - ii. Support communication between the PHEI, the client institution, the NSG's technical support team, the facilitator and the learner on matters pertaining to logistical arrangements.
  - iii. Manage the approval of facilitators, assessors, and moderators prior to their deployment by the PHEI.
  - iv. Schedule training sessions in collaboration with the client institution and the PHEI and confirm each training session with the PHEI.
  - v. Monitor the services rendered by the PHEI.

- vi. Verify and certify the invoices received from the PHEI as correct and payable.
  - vii. Manage payments and financial processes for services rendered.
  - viii. Provide templates for documentation including facilitators reports, registration forms, attendance registers and reaction evaluation questionnaires.
  - ix. Arrange venues and catering for face-to-face sessions; where the venue is organised by the client institution, the NSG will guide the client as far as possible to ensure that the venue meets the NSG's prescribed standards.
- b. The NSG may monitor and evaluate progress and the outcome of the project through:
- i. Onsite monitoring and evaluation of programme delivery to assess the quality of training.
  - ii. Reviewing facilitator feedback reports after each training session.
  - iii. Analysing the Reaction Evaluation Questionnaires (REQs) completed by learners.
  - iv. Conducting interviews with selected learners and facilitators.
  - v. Obtaining feedback from client institutions' managers.
  - vi. Evaluating the progress reports received from the PHEI.
  - vii. Conducting ongoing research to investigate and/or evaluate various aspects of the programme.
- c. The NSG will facilitate opportunities for peer learning and support among facilitators to enhance the quality of the programmes and in support of continuous development; this may include in-person and online forums.

## **8. EXPECTED OUTCOMES**

The expected outcomes are to:

- a. Enhance the professional competence of supervisors, junior as well as middle managers.
- b. Enable managers to better perform their functions and improve their performance in the workplace.
- c. Improve institutional performance.
- d. Enable better service delivery to citizens.
- e. Sustainably deliver the programmes over the next three years.
- f. Professionalize the public sector.

## **9. EXPECTED OUTPUTS**

- a. The expected output is to appoint one or more public Higher Education Institutions (PHEIs) to deliver the programmes on behalf of the NSG across the Republic of South Africa. The programmes must be available to public sector officials on national, provincial, and local government level, state-owned enterprises as well as other public institutions. The successful PHEI must deliver facilitation, assessment, moderation, and certification services for the programmes.

## PROJECT MANAGEMENT AND INFRASTRUCTURE

- b. The PHEI will appoint a project manager, a project team and avail resources and infrastructure to ensure effective communication between the NSG and the PHEI, to provide quality learner support, to administer facilitation, assessment, moderation, and certification activities.

## LEARNING MATERIAL

- c. The PHEI will collaborate with the NSG to update and maintain the content of the programmes to ensure that it is aligned to the latest developments in the subject field and remains relevant to their target group, i.e., supervisors as well as junior and middle managers on national, provincial, and local government level, state-owned enterprises, and public institutions. The PHEI will further support facilitators to contextualise material to meet the specific requirements of client institutions.

## ARTICULATION AND APPROVAL

- d. The appointed PHEIs will establish and collaborate with one another to offer an articulation pathway and approve the programs in alignment with the objectives and principles of the NQF, Higher Education Qualifications Framework (HEQF), and the human resource development needs of the public service. Blocks completed through other appointed PHEIs must be recognized to provide learners with portability, mobility, and progression.

## RECOGNITION OF PRIOR LEARNING (RPL)

- e. The PHEI will have a documented strategy and well-defined process in place for RPL, along with clear procedures for guiding qualifying learners on how to access or receive advanced standing in accredited programs.

## LEARNER SUPPORT

- f. The PHEI will ensure that learner support mechanisms are in place to optimise learner success.

## MANAGEMENT OF FACILITATORS AND PROGRAM DELIVERY

- g. The PHEI, in collaboration with the NSG project team, will ensure the availability of facilitators with the requisite skills and expertise to facilitate the training sessions in the allocated geographical area. Sessions must be tailored to meet the needs of the target audience and the challenges and priorities of the public sector and client institution. The PHEI must have sufficient capacity to deliver the programmes on a large scale in its allocated geographical area.

## TRAINING LOGISTICS

- h. The PHEI will print and distribute learning and supplementary material in line with the NSG's quality standards. Such material must be despatched well in advance to ensure that sessions start on time. The PHEI must further ensure that facilitators are deployed which includes arranging their travel and accommodation.

## SUMMATIVE ASSESSMENTS

- i. All summative assessments that are submitted will be assessed, and feedback will be provided to learners. Final results will be forwarded to the NSG within three (3) months and in the prescribed format, in accordance with the NSG's Assessment Policy.

## LEARNER RECORDS AND CERTIFICATION

- j. The PHEI will furnish the relevant learner data, individualized learner statements of results, and certificates of successful completion in the format required by the NSG, within specified periods and in a format compatible with the NSG's learner database. Certificates of successful completion must be co-branded in line with GCIS guidelines.
- k. The PHEI must maintain and retain learner records in accordance with applicable legislation and its own policies and regulations.
- l. The PHEI agrees to function as the certifying institution for transferring learners who have completed parts of the programme at the institution.
- m. The PHEI must provide copies of certificates of successful completion and statements of results to learners who have lost their original certificates, following its own policies and regulations.

## MOVEMENT OF LEARNERS

- n. The PHEI will accommodate learners' schedules as far as practical and allow them to reschedule sessions in with due notice and without penalty. The PHEI will credit the learner with results obtained through attendance in other geographical areas i.e., through sessions offered by a different PHEI and allow such learner to continue on the programme/s.

## E-LEARNING PLATFORM

- o. The PHEI will avail its e-learning platform with supporting resources to manage learners and deliver the programmes in blended format where required.

**10. CREDENTIALS AND EXPERTISE**

The PHEI must demonstrate its credentials and expertise in the following areas:

- a. Knowledge of and experience in public administration, management, and leadership development.
- b. Research and academic contributions in the public sector context and familiarity with the legislative framework governing the South African Public Sector.
- c. Knowledge of global trends.
- d. Ability to strike a balance between theory and world of work.
- e. Registration with the DHET and accreditation by the HEQC as a higher education institution.
- f. Understanding the National Qualifications Framework (NQF) and the quality management requirements for education, training, and development (ETD) providers.
- g. Availability of facilitators with the requisite subject matter knowledge and experience in facilitating adult learners coupled with an in-depth understanding of the public sector.

- h. Availability of facilitators that are demographically representative of the broader South African population and are pre-approved by the NSG.
- i. Availability of accredited assessors and moderators in the subject matter areas contained in the programmes.
- j. Ability to manage this and other projects and ensure the availability of key resources to provide the services outlined in these terms of reference.

## **11. REPORTING**

### TRAINING REPORT

- a. The PHEI must, within two (2) weeks after the completion of each block prepare a facilitator's report according to the NSG's template which includes details on customisation of modules; information on formative and summative assessments and the due dates given to learners. The following information must be submitted (electronically or physically): registration details of each learner; registers that are signed or verify attendance of learners; reaction evaluation questionnaires.

### ASSESSMENT AND MODERATION REPORT

- b. The PHEI must within four (4) weeks after the due date for the submission of summative assessments (per group) submit this report which includes: an evaluation report of the summative assessments; final mark in the format required by the NSG; statement of results and certificate of successful completion records for each group that completed the programmes.

### QUARTERLY REPORT

- c. The PHEI must submit a written report to the NSG on a quarterly basis, outlining the aspects such as insights gained and measures to enhance and improve the content. The report should adhere to the format specified by the NSG.

### FINAL REPORT

- d. Upon the completion of the contract, the selected PHEI is required to furnish a comprehensive final evaluation report that encompasses the entire contract period. This final report will offer an overview of the experiences gained, including lessons learned and recommendations for advancing the project. It should also include proposed measures for further enhancements and improvements, following the format prescribed by the NSG.

### SUBMISSION AND APPROVAL OF REPORTS

- e. All reports and project documents should be submitted to The Project Manager: EMDP & AMDP at the NSG, located in the ZK Matthews Building, 70 Meintjes Street, Sunnyside, Pretoria.
- f. Final payment will only be released after approval of such reports by the NSG's project manager. Reports must be prepared in English and be provided in hardcopy and in electronic format for accessibility.

## 12. CONTRACT VALUE, BUDGETING, AND INVOICING

- a. The contract will be valued at Twenty Million Rand (R20 million) per PHEI at a fixed rate of R171,607.89 per 3-block programme for both the EMDP and the AMDP for the first year of the contract. The fixed rate per 3-block programme will be adjusted for inflation for the second (2<sup>nd</sup>) and the third (3<sup>rd</sup>) years of the contract, according to The National Treasury's guidelines. The contract will conclude upon either reaching the total value of R20 million or on 31 March 2027.
- b. For the first (1<sup>st</sup>) year of the contract period, each PHEI will be paid an all-inclusive amount of R171 607.89 per 3-block programme and per group (maximum twenty-five (25) learners). The payment schedule will be as follows:

Payment after:	Amount
Completion of Block 1	R 56 592.80 (+33%)
Completion of Block 2	R 56 592.80 (+33%)
Completion of Block 3	R 45 640.25 (+26.5%)
Submission of summative assessment results and certificates of successful completion	R 12 782.04 (+7.5%)
<b>Total* price per 3-block programme (year one)</b>	<b>R 171 607.89</b>
<i>* To be adjusted for inflation in the 2<sup>nd</sup> and 3<sup>rd</sup> years (par. 12a above)</i>	

- c. The PHEI must accommodate the following services in the mentioned all-inclusive amount:
  - i. Facilitation for three separate blocks, each spanning five (5) days.
  - ii. Costs related to facilitator transportation, accommodation, and daily expenses.
  - iii. Formative and summative assessments, in accordance with the NSG's quality management policies.
  - iv. Moderation of summative assessments, adhering to the NSG's quality management policies.
  - v. Compilation of documentation and training reports, following the guidelines provided by the NSG.
- d. The NSG will not be involved in the financial or other arrangements between the PHEI and its contracted partners, including facilitation, assessment, and moderation capacity.
- e. Payment for services rendered will be process within thirty (30) days of receipt of a correct invoice, subject to the Public Finance Management Act, 1999 and Treasury Regulations. Invoices must be submitted along with required training reports and documentary proof. In the event that required documents are not received, payments will be postponed until the outstanding documents are provided. Repeated failure to submit required documentation may be considered grounds for the termination of the contract.

## 13. SIGNING OF CONTRACT/S

- a. The contract must be signed by both parties within 30 days after the PHEI has accepted the appointment. Failure to do so may void the appointment.

#### **14. TERMINATION OF CONTRACT/S**

- a. If the appointed PHEI fails to meet any conditions or demonstrates inadequate performance, the NSG retains the right to take appropriate corrective measures, which may include contract termination. If the services provided are deemed unsatisfactory it will be dealt with according to the General Conditions of Contract 2010 provided by National Treasury.

#### **14. CANCELLATION AND RESCHEDULING OF SESSIONS**

- a. If a block / programme is rescheduled or cancelled before its date of commencement, the parties will collaborate to find alternative dates in the best interest of the PHEI and the client institution.

#### **15. SCHEDULE OF ASSIGNMENT**

##### **LOCATION**

- a. The programmes are available to public sector officials on national, provincial, and local government level, state-owned enterprises as well as public institutions. Delivery will take place across the Republic of South Africa across ten geographical areas as defined in paragraph 5 above. Bidders must indicate their preferred geographical area which may include one or more of those listed. The NSG retains the option to request an PHEI to deliver the programmes in another geographical area should the primary PHEI be unable or unwilling to do so and given that the necessary arrangements are made in advance.

##### **TIME LIMITS**

- b. The training sessions outlined in these terms of reference commences upon the date of signing the contract and contract will conclude upon either reaching the total value of R20 million or on 31 March 2027. Any remaining obligations agreed upon with the PHEI during the contract period must be fulfilled by the PHEI.

#### **16. INTELLECTUAL PROPERTY**

- a. The intellectual property rights for the programmes belong to the NSG. In cases where new materials are created or existing materials are modified, the copyright will be owned by the NSG.

#### **17. REPRESENTATION**

- a. The PHEI selected to deliver the programmes will perform this service on behalf of the NSG. The provider will serve as a representative of the NSG and actively promote the NSG's programs, reputation, and maintain its interests. Facilitators are required to adhere to the NSG's protocol and code of conduct in this capacity. Before commencement of the sessions, the NSG will schedule a Training of Trainers (ToT) session which must be attended by all approved facilitators, assessors, and moderators. Follow-up ToT or refresher sessions will be scheduled as and when required during the contract period. The PHEI must guard against making any policy, process, or procedural changes that may negatively impact on its beneficiaries or on its ability to deliver on the contract.

**19. APPROVAL**

Terms of Reference for the Delivery of the Emerging Management Development Programme (EMDP) and the Advanced Management Development Programme (AMDP) in partnership with one or more Public Higher Education Institutions (PHEIs) for a period of three (3) years **approved**.



Professor Busani Ngcaweni

ACT Principal

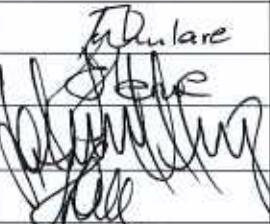
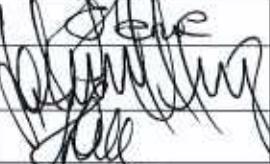
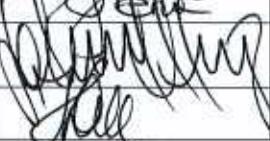
Date: 08/12/2023

## Route Form

07 December 2023

Importance	Status		Nature	
Urgent	<input type="checkbox"/>	Strategic	<input type="checkbox"/>	Top secret <input type="checkbox"/>
Important	<input checked="" type="checkbox"/>	Operational	<input type="checkbox"/>	Secret <input type="checkbox"/>
Normal	<input type="checkbox"/>	Administrative	<input checked="" type="checkbox"/>	Confidential <input type="checkbox"/>

Subject:	<b>REQUEST APPROVAL OF TERMS OF REFERENCE FOR THE APPOINTMENT OF PUBLIC HIGHER EDUCATION INSTITUTIONS (PHEIs) FOR THE DELIVERY OF THE EMERGING AND ADVANCED MANAGEMENT DEVELOPMENT PROGRAMME (EMDP &amp; AMDP) FOR THE NATIONAL SCHOOL OF GOVERNMENT (NSG) FOR A PERIOD OF THREE (3) YEARS.</b>		
Drafter	A de Beer		
Branch	Office of the CFO		
Reference No.	NSG/BID/03/2023/2024	Tel:	012 441 6708

Route	Signature	Date	Date returned
Director: SCM		2023.12.06	
Vice Chairperson: BEC		2023.12.7	
CFO and Chairperson: BAC		07/12/2023	
Principal		08/12/2023	

Additional instructions/ notes:

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### **SPECIAL CONDITIONS OF CONTRACT**

**Procurement of services of Higher Education Institutions (HEI) to roll out the Emerging Management Development Programme and the Advanced Management Development Programme**

**NSG/BID/03/2023/2024**

**CLOSING DATE AND TIME OF BID:**

**02 FEBRUARY 2024 AT 11:00**

**BID VALIDITY PERIOD: 120 DAYS**

**NATIONAL SCHOOL OF GOVERNMENT**



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**LIST OF ABBREVIATIONS**

BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
BEE	Black Economic Empowerment
CSD	Central Supplier Database
DVD	Digital Versatile Disc
EME	Exempt Micro Enterprises
NSG	National School of Government
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations
QSE	Qualifying Small Enterprise
SA	South Africa
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
VAT	Value Added Tax



## RETURNABLE DOCUMENTS

**Table 1: Returnable Bid Document Checklist**

#	Document Name	Included in the published bid document?	To be returned by bidder
<b>LEGISLATIVE REQUIREMENTS DOCUMENTS</b>			
1	SBD 1 Invitation to bid	Yes	Yes
2	SBD 4 Declaration of Interest	Yes	Yes
3	SBD 6.1 Preference Points Claim Form	Yes	Yes
<b>PHASE I: MANDATORY REQUIREMENTS</b>			
4	Legislative Requirements Documents	Yes	Yes
<b>PHASE II: TECHNICAL REQUIREMENTS EVALUATION – DESKTOP EVALUATION</b>			
5	Documentation and evidence as per the Terms of Reference	No	Yes

**#NB 1:** All the prospective bidders are required to return these documents as per above sequence.

**#NB 2:** The above table for returnable documents is a guide only on how and which documents must be submitted.

**#NB 3:** It is the responsibility of the bidder to ensure that they read each paragraph in the Special Conditions of Contract and Bid to determine all documents required and templates must be completed and submitted accordingly.

### 1. LEGISLATIVE AND REGULATORY FRAMEWORK

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

#### 1.2 Standard Bidding Documents

The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

- SBD 1 – Invitation to bid
- SBD 4 – Declaration of interest
- SBD 6.1 – Preference Points Claimed



### 1.3 Tax Compliance Requirement

- 1.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.
- 1.3.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 1.3.4 Bidders are required to be registered on the Central Supplier Database (CSD) and NSG shall verify the bidder's tax compliance status through the CSD or through SARS.
- 1.3.5 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

## 2. SPECIFICATIONS AND SCOPE OF WORK

### 2.1 REFER TO ALL ANNEXURES

### 2.2 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120 days**. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal, Tender Bulletin and NSG Website.	14 December 2023
Bid Closing date.	02 February 2024

All the dates and times in this bid are South African standards time.

Any time or date in this bid is subject to change at the NSG's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NSG to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NSG extends the deadline for bid submission (closing date) for any reason, the requirements of this bid otherwise will apply equally to the extended deadline.

### 2.7. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of three (3) years. The contract will come into effect from the date of the approval by the Principal of the NSG.



## SECTION A

### CONDITIONS OF BID

#### 3. PART 1: EVALUATION CRITERIA

The bid shall be evaluated in two (2) phases as per the table below:

**Table 2: Evaluation Criteria**

PHASE I	PHASE II
Compliance with mandatory and other standard bidding documents	Technical Evaluation Desktop Evaluation
Compliance with mandatory and other bid requirements	Documentation and evidence as per TOR evaluation criteria

#### 3.1 PHASE I: MANDATORY BID REQUIREMENTS

- 3.1.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified
- SBD 1 – Invitation to bid
- SBD 4 - Declaration of interest,
- SBD 6.1 (Complete and signed the document, non-submission will lead to a zero (0) on Preference Points

#### 3.2 PHASE II EVALUATION: TECHNICAL EVALUATION: DESKTOP EVALUATION

- Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.

- 3.2.1 The Bid Evaluation Committee will evaluate in terms of technical requirements and a bidder who scores a minimum of 70% will be evaluated further

#### 4. RECOMMENDATION AND APPOINTMENT OF BIDDERS

- 4.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on the evaluation criteria stipulated above.
- 4.2 The award of the Contract is subject to meeting all the requirements of the bid.



## 1. PART 2: ADDITIONAL BID REQUIREMENT

### 1.1 Introduction

All bidders must comply with the requirements below as well as submit all required documents referred below. Unless the requirements specifically provide for mandatory compliance, the National School of Government reserves the right to disqualify a bid that does not comply with any of the requirements.

## 2. TERMS AND CONDITIONS

### 2.1 Third Party Agreements and Subcontractor Agreements

- 2.1.1 No Agreement between the bidder and any third party will be binding to the State.
- 2.1.2 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide full description of subcontractor.

## 3. SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence during bid evaluation, prior to final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof and the contract may be terminated.

## 4. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

## 5. FRONTING

- 5.1 The NSG supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NSG does not support any form of fronting.
- 5.2 The NSG, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by NSG may invalidate the bid / contract and may also result in the restriction of the bidder to conduct



business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NT may have against the bidder concerned.

## 6. RIGHT OF AWARD

The State reserves its following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item.
- Request further technical information from any bidder after the closing date.
- Verify information and documentation of the service provider.
- Not to accept any of the bids submitted.
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

## 7. NEGOTIATION

The State reserves the right to negotiate with the preferred bidders in line with the legislative requirements.

## 8. SUBMISSION OF BIDS

- 8.1 Bidders must respond to the bid as follows:
- 8.2 Bidders must submit hard copies at the National School of Government, 70 Meintjies Street, Trevenna, Sunnyside , Deposit the bid in the tender box at the reception.
- 8.2.1 **Bidders need to submit 1 x printed hard copy and 6 x USB's containing a pdf version of the hard copy safe on each of the USBs.**
- 8.2.2 Bidders must ensure that the bid is be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- 8.2.3 **#NB:** Bid document are required to be submitted in the order as indicated on Table 1 – Returnable Documents Check list

## 9. LATE BIDS

Bids received after the closing date and time, will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

**10. COMMUNICATION AND CONFIDENTIALITY**

- 10.1 The Supply Chain Management Unit within the Office of the Chief Financial Officer (CFO) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 10.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG (other than minor clerical matters), the bidder must promptly notify the NSG in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NSG an opportunity to consider what corrective action is necessary (if any).
- 10.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 10.4 All communication between the bidder and the National School of Government must be done in writing.

**11. CONTACT DETAILS****11.1 General**

National School of Government,  
Office of the Chief Financial Officer  
Supply Chain Management Unit, ,  
70 Meintjies Street,  
Trevenna,  
Sunnyside  
0001

**11.2 Bid Enquiries**

All enquiries should be in writing to [Annetha.debeer@thensg.gov.za](mailto:Annetha.debeer@thensg.gov.za)

**11.3 Technical Enquiries**

All enquiries should be in writing to [Soria.Arendt@thensg.gov.za](mailto:Soria.Arendt@thensg.gov.za)

**SECTION B:****CONDITIONS OF CONTRACT****12. CONCLUSION OF CONTRACT**

- 12.1 The Contract between National School of Government and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
- 12.2 The Service Provider (s) shall be appointed in terms of this bid.
- 12.3 If there is any contradiction between the abovementioned documents, the special conditions of contract shall take precedent. For purpose of Section B, the term "service provider" shall refer to the preferred bidder appointed in terms of the contract.

**13. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES****13.1 Supplier Performance Management**

- 13.1.1 Supplier performance management will be the responsibility of the Project Leader and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, NSG Legal services and/or NSG SCM must be contacted for corrective actions. .

**14. SECURITY AND CONFIDENTIALITY INFORMATION**

- 14.1 The Supplier will regard all information which he/she obtains or is entrusted with concerning the NSG whilst executing the contract, as confidential, secret, or top secret.
- 14.2 The Supplier, his/her employees, sub-contractors, or agents may not make any such information obtained or entrusted with to any other person or to the media.

**15. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

- 15.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the NSG in writing 90 days prior to such event of relevant details.
- 15.2 NSG reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract
- 15.3 A contracted supplier must inform the NSG within 7 days of any changes of address, name, contact or banking details.

**16. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES**

- 16.1 Awarded bidder must ensure continuous compliance with all statutory requirements which may affect their complying status on Central Supplier Database managed by National Treasury.

**17. TERMINATION**

- 17.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –
- The service provider decides to transfer the contract or cede the contract;
  - The service provider does not honour contractual obligations including submission of information;
  - The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
  - The service provider enters into settlement arrangements with their creditors;
  - The service provider commits an act of insolvency;
  - In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
  - There is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
  - Overall poor performance rating during the contract period

**THE END**

# **school of government**

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Department:  
National School of Government  
**REPUBLIC OF SOUTH AFRICA**



## **Annexure A**

### **DESKTOP EVALUATION TECHNICAL SCORECARD**

**NSG/BID/03/2023/2024**

**DELIVERY OF THE EMERGING MANAGEMENT DEVELOPMENT PROGRAMME (EMDP) AND  
ADVANCED MANAGEMENT DEVELOPMENT PROGRAMME (AMDP)  
IN PARTNERSHIP WITH PUBLIC HIGHER EDUCATION INSTITUTIONS (PHEIs) I.E., THE BIDDER**

The form must be submitted in File 1 (Technical file)

**EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:**

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	Experience of the bidder	Display C: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

**EXAMPLE OF A RATING SCALE THAT BID EVALUATION COMMITTEE MEMBERS WILL USE**

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds the requirement.</b> Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>5</b>
<b>Good</b>	<b>Satisfies the requirement with minor additional benefits.</b> Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies the requirement.</b> Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	<b>3</b>
<b>Minor Reservations</b>	<b>Satisfies the requirement with minor reservations.</b> Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	<b>Satisfies the requirement with major reservations.</b> Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	<b>0</b>

**The rating scale on the previous page will be used and will be guided by additional criteria where indicated.**

**The bidder will be evaluated according to the technical evaluation criteria in the scorecard below.**

**The bidder must indicate their ability to do the following and to substantiate as required with supporting documentation.**

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page <i>To Be Completed by The Bidder</i>	Comments by the Bidder
<b>Desktop Evaluation</b>		100			
<b>1.</b>	<b>Overall Proposal</b>	<b>25</b>			
1.1	The bidder responds to critical success factors, is able to provide the services and provides information on how to manage project risks.	10	3 a - e ; 4 a - f 6 d, f, g, m ; 8 ; 9 g		
1.2	The bidder's credentials and expertise are aligned to the terms of reference.	5	10 a, b, e, f		
1.3	The bidder will support the learner and be responsive to the NSG's monitoring and evaluation activities.	5	7 b ; 9 f		
1.4	The bidder can provide technological capacity to deliver the programmes which include an e-learning platform for blended delivery and audio-visual equipment.	5	1 e; 6 j		

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page	Comments by the Bidder
				<i>To Be Completed by The Bidder</i>	
2.	<b>Geographical Area</b>	10			
2.1	The bidder indicates preferred geographical area/s.	0	5 a – f ; 16 a		
2.2	Preference will be given to the bidder/s whose headquarters (primary campuses) are located in the preferred geographical area; bidders with satellite (secondary) campuses will be considered next.  <b>The bidder must provide information on its geographical location i.e., City/Town and Province of its headquarters and satellite campus/es.</b>	5	5 d, e		
2.3	The bidder confirms its willingness to deliver the programmes in other geographical areas and to function as the certifying institution for transferring learners who have completed parts of the programme at the institution.	5	5 f ; 9 l		

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page <i>To Be Completed by The Bidder</i>	Comments by the Bidder
<b>3.</b>	<b>Quality learning material</b>	<b>10</b>			
3.1	The bidder demonstrates its ability to update, contextualise, and maintain quality learning material.	10	3 a 6 a 6 h ii) vii) 9 c 10 c, d		
<b>4.</b>	<b>Facilitation Capacity</b>	<b>20</b>			
4.1	The bidder has access to a sufficient number of facilitators that are suitably qualified and competent and have sound knowledge of the subject matter and the public sector.  <b>The bidder must submit summarised CVs of potential facilitators to enable the scoring of criteria 4.1.1, 4.1.2 and 4.1.3</b>	0	6 h 10 g , h		

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page <i>To Be Completed by The Bidder</i>	Comments by the Bidder
	4.1.1 Qualifications or Subject Matter Expertise relevant to the content of the EMDP & AMDP:  <b>No. of Facilitators      Score</b>	5	6 h; 10 g, h		
	0	0			
	1 to 4	2			
	5 to 8	3			
	9 to 12	4			
	> 12	5			
	4.1.2 More than 1 years' experience of employment or consulting on National or Provincial Government Level:  <b>No. of Facilitators      Score</b>	5	3 a; 6 h; 9 c 10 g, h		
	0	0			
	1 to 2	2			
	3 to 4	3			
	5 to 6	4			
	> 6	5			
	4.1.3 More than 1 years' experience of employment or consulting on Local Government Level:  <b>No. of Facilitators      Score</b>	5	3 a; 6 h; 9 c 10 g, h		
	0	0			
	1 to 2	2			
	3 to 4	3			
	5 to 6	4			
	> 6	5			
4.2	The bidder avails supporting resources to manage learners and deliver the programmes in blended format where required.	5	9 n		

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page <i>To Be Completed by The Bidder</i>	Comments by the Bidder
<b>5.</b>	<b>Administrative Capacity</b>	<b>15</b>			
5.1	The bidder provides administrative capacity to deliver the programmes through a committed team that manages the day-to-day coordination.	15	6 i, j, k (ix), l 9 b, f, h - m 11 a - f		
<b>6.</b>	<b>Assessment, Moderation and Certification</b>	<b>10</b>			
6.1	The bidder has the capacity to provide assessment, moderation, and certification services.	10	6 i (iii); 6 k; 9 f, i, k, l 11 a & b 6 l; 9 j - l		

#	Technical Evaluation Criterion <i>To Be Completed by The Tendering Institution</i>	Weight	ToR Par. No.	Proposal: Reference page <i>To Be Completed by The Bidder</i>	Comments by the Bidder
7.	<b>Articulation and RPL</b>	10			
7.1	The bidder collaborates with other bidders and offers an articulation pathway into further studies and exemption from subjects of related qualifications. The bidder further confirms that it will recognize blocks completed through another bidder to provide learners with portability, mobility, and progression.	8	3 b 6 b 9 d		
7.2	The bidder has established mechanisms in place to apply recognition of prior learning.	2	6 c 9 e		

**PART A**  
**INVITATION TO BID**

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

**BID NUMBER:** NSG/BID/03/2023/2024 **CLOSING DATE:** 02 February 2024 **CLOSING TIME:** 11:00

**DESCRIPTION** RFP: Supply, Installation, Support and Maintenance of a Training Management System for the National School of Government

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

National School of Government

ZK Matthews Building

70 Meintjies Street

Sunnyside, PRETORIA

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Anet de Beer	CONTACT PERSON	Soria Arendt
TELEPHONE NUMBER	n/a	TELEPHONE NUMBER	n/a
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	<a href="mailto:Annetha.debeer@thensg.gov.za">Annetha.debeer@thensg.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Soria.Arendt@thensg.gov.za">Soria.Arendt@thensg.gov.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSURE PROOF]		[IF YES, ANSWER PART B:3]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

(Proof of authority must be submitted e.g. company resolution)

**DATE:** .....

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

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

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

**SBD4 - NO.03 OF 2021/2022**

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
- a) The applicable preference point system for this tender is the **90/10** preference point system.
  - b) The applicable preference point system for this tender is the **80/20** preference point system.
  - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  - 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Equity ownership Black Owned	4 points	8 points		
Black Women – Equity ownership	2 points	6 points		
Black People with Disability – Equity ownership	2 points	3 points		
Black Youth – Equity ownership	2 points	3 points		

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole proprietor
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## SPECIFIC GOALS AND POINTS ALLOCATION

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

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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1. Definitions
2. Application
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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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- |   |  |
|---|--|
| <b>7. Performance security</b>            | <p>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.</p> <p>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.</p> <p>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:</p> <p style="margin-left: 20px;">(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</p> <p style="margin-left: 20px;">(b) a cashier's or certified cheque</p> <p>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.</p>   |
| <b>8. Inspections, tests and analyses</b> | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p> |

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

**8.8** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

**9.1** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

**9.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

**10.1** Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

**10.2** Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

**11.1** The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

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

**13. Incidental services**

**13.1** The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
  - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
  - 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	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)