



**INVITATION TO BID: FMA 0002-2025/26**

**VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE**

**THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS TO SUBMIT A BID FOR THE PROCUREMENT OF TECHNICAL COMPETENCIES FRAMEWORKS**

**BID NUMBER:** FMA 0002-2025/26

**Contact person:** Jani Roux

**Date of advertisement:** Thursday, 08 May 2025

**Closing Date of advertisement:** Friday, 30 May 2025

**Non-Compulsory Briefing Session:** Thursday, 15 May 2025 @ 10H30  
via Microsoft Teams (Online Application)

In order to participate, potential Bidders must ensure that an e-mail address (representative) is sent to [Dotp.acq@westerncape.gov.za](mailto:Dotp.acq@westerncape.gov.za) on or before Wednesday, 14 May 2025 at 17H00.

**NB!** Microsoft Teams Application needs to be installed on the relevant platform in order to participate (e.g. Cell Phone, Laptop and or Desktop).

**Late bid offers shall not be admitted for consideration.**

**Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management office who will ensure that bid documents get deposited into the bid box before the closing date and time: Procurement Office - 021 483 4679 / 8213 / 3578 / 2943**

**Completed and signed (in ink) bid documents must be submitted on the official bid forms and may not be re-typed.**

Completed and signed (in ink) bid documents if posted must be addressed to:

The Director, Supply Chain Management and Administration, P.O. Box 659 Cape Town, 8000 and sufficient time must be allowed for the delivery of the bid to the offices of SCM, situated in 7 Wale Street, Cape Town.

Or

**DEPOSITED IN THE DEPARTMENT OF THE PREMIER TENDER BOX SITUATED ON THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.**

RFB/s will be regarded as late if received after the closing time of the bid.

The Department of the Premier (DotP) reserves the right to cancel the bid at any stage of the process.

**ALL PRICES MUST BE QUOTED IN RSA CURRENCY AND MUST BE INCLUSIVE OF VAT.**

The service provider/s must comply with the conditions for the processing of personal information as prescribed by the Protection of Personal Information Act, No 4 of 2013 (POPI). The service provider/s is required to provide the WCG with a certificate confirming that the personal information provided to the service provider/s by the WCG has been destroyed.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's 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.

The successful bidder will be required to sign a written contract form within 7 days after the award of the bid.

## **IMPORTANT NOTICE TO BIDDERS**

We are pleased to inform you that the Department of the Premier is transitioning to a digital system to enhance efficiency and streamline processes. As part of this initiative, we hereby request that you submit an electronic copy of your bid on a storage device (such as a USB flash drive) along with your physical submission.

❖ Please note that while the electronic copy is for our records and future reference, **the physical submission is mandatory and only the physical submission will be evaluated.**

Thank you for your co-operation and understanding.

## PART A INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER: **FMA 0002-2025/26** CLOSING DATE: **30 MAY 2025** CLOSING TIME: **11H00**

DESCRIPTION: **BID FOR THE PROCUREMENT OF TECHNICAL COMPETENCIES FRAMEWORKS**

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON: Kim-Leigh February

TELEPHONE NUMBER: 021-483-4679 / 8213 / 3578 / 2943

FACSIMILE NUMBER: N/A

E-MAIL ADDRESS: [Dotp.acq@westerncape.gov.za](mailto:Dotp.acq@westerncape.gov.za)

### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: Jani Roux

TELEPHONE NUMBER: N/A

FACSIMILE NUMBER: N/A

E-MAIL ADDRESS: [Dotp.acq@westerncape.gov.za](mailto:Dotp.acq@westerncape.gov.za)

### SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION  
NUMBER

SUPPLIER  
COMPLIANCE STATUS

TAX  
COMPLIANCE  
SYSTEM PIN:

AND

CENTRAL  
SUPPLIER  
DATABASE  
No:

MAAA

B-BBEE STATUS  
LEVEL VERIFICATION  
CERTIFICATE

[TICK APPLICABLE BOX]

☐ Yes

☐ No

IF YES, WAS THE  
CERTIFICATE ISSUED  
BY A VERIFICATION  
AGENCY  
ACCREDITED BY THE  
SOUTH AFRICAN  
NATIONAL  
ACREDITATION  
SYSTEM (SANAS)

[TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS  
LEVEL SWORN  
AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

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

000003

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

BIDDER REPRESENTATIVE: (Print Name and Surname) .....

SIGNATURE OF BIDDER: .....

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

DATE: .....

000004

**PRICING SCHEDULE**  
**(Professional Services)**

**It is a condition of this tender that a bidder's financial proposal must be indicated on, and in the format of, this pricing schedule. Non-compliance of a bid in this regard shall render that bid unacceptable.**

Name of Bidder..... Bid number: **FMA 0002-2025/26**

Closing Time: **11H00**

Closing date: **30 May 2025**

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

**PROCUREMENT OF TECHNICAL COMPETENCIES FRAMEWORKS**

**Notes: Bidders must provide a total fixed, all-inclusive price for all items under each of the categories of services referred to below.**

Category of Service	Fixed all-inclusive service fee (VAT inclusive)
<b>PHASE 1: PROJECT INITIATION, CONTRACTING, PLANNING</b>	
<b><i>Project initiation and deliverables</i></b> <ul style="list-style-type: none"> <li>• Project initiation and project plan sign-off: Scoping and Planning that will include firming up the project plan in terms of establishing timelines based on the information provided by WCG to support the delivery on project deliverables/objectives per phase.</li> <li>• Develop and approval of library blueprint to be used electronically</li> <li>• Draft technical competency library format that can be used electronically to hold all competencies designed – i.e., a blueprint of what the competency framework information will look like</li> <li>• Compile a draft technical competency library for Senior Management staff (SMS – level) in line with CDF</li> <li>• Align any existing output or information libraries (input information to use for the development of WCG Technical competency frameworks and this includes any existing competency frameworks in the WCG)</li> <li>• Development and approval of electronic template design in line with CDF</li> </ul>	R

<ul style="list-style-type: none"> <li>• Train WCG project team on the use of electronic library / mechanism's format and input methods</li> <li>• Phase 1 Close Out Report and deliverables sign-off</li> </ul>	
<b>PHASE 2: COMPETENCY DESIGN AND VALIDATION</b>	
<b><i>Development of technical competencies for People Management and OD functions</i></b> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees</li> <li>• Research, Analysis, Data collection, define job family framework, Design and Validate competencies</li> <li>• Content development of functions for Technical Competency Library</li> <li>• Alignment of design templates</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Submit a report inclusive of the Competency Library containing the technical competencies per function created and deliverable sign-off</li> </ul>	R
<b><i>Development of technical competencies for Communication and Information Management</i></b> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees in function</li> <li>• Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies</li> <li>• Content development of functions for Technical Competency Library</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Alignment of design template</li> <li>• Submit a report inclusive of the Competency Library containing the technical competencies per function created and deliverable sign-off</li> </ul>	R
<b><i>Development of technical competencies for Finance and Asset management</i></b> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees in function</li> <li>• Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies</li> <li>• Content development of Transversal Function onto on Technical Competency Library</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Alignment of design templates</li> </ul>	R



<ul style="list-style-type: none"> <li>• Submit a report including the Competency Library containing the technical competencies per functions created.</li> </ul>	
<p><b>Development of technical competencies for Performance Monitoring and Strategic Planning</b></p> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees in function</li> <li>• Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies</li> <li>• Content development of Transversal Function onto on Technical Competency Library</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Alignment of design templates</li> <li>• Submit a report including the Competency Library containing the technical competencies per functions created.</li> </ul>	R
<p><b>Development of technical competencies for Legal and Logistical Support</b></p> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees in function</li> <li>• Competency Design and Creation: Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies</li> <li>• Content development of Transversal Function onto on Technical Competency Library</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Alignment of design templates</li> <li>• Submit a report including the Competency Library containing the technical competencies per functions created.</li> </ul>	R
<ul style="list-style-type: none"> <li>• Phase 2 Close out report and deliverable sign-off</li> </ul>	R
<b>PHASE 3: CONSOLIDATION AND CLOSE-OUT</b>	
<p><b>Consolidation of content</b></p> <ul style="list-style-type: none"> <li>• Content consolidation and alignment in electronic to support and carry the competency library</li> <li>• Consolidated technical competency library for Senior Management staff across Transversal Functions (SMS – level) in line with CDF prescriptions</li> <li>• Consolidate Technical Competency Library for other staff across Transversal Functions (lower levels) in line with CDF prescriptions</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Alignment of design templates</li> </ul>	R

<b>Project close-out</b> <ul style="list-style-type: none"> <li>• Final content consolidation and alignment on electronic format hosting the Technical Competency Framework content/data</li> <li>• Complete technical competency library for Senior Management staff (SMS – level)</li> <li>• Complete Technical Competency Library for other staff (lower levels)</li> <li>• Final recommendation on suitable assessment approach and apply to competency framework</li> <li>• Final On-the-Job training and skills transfer for WCG project team</li> <li>• Final alignment of design templates</li> <li>• Final approval of framework blueprint</li> <li>• Final close out (Phase 3) report and deliverables sign-off</li> </ul>	R
<b>Total all-inclusive, fixed Service Fees (VAT inclusive) for the design of Technical Competencies Frameworks</b>	R

Please provide details of duly designated or authorised person submitting the price schedule on behalf of the bidder:

**Print Name(s) and Surname:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



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**PROVINCIAL GOVERNMENT WESTERN CAPE****DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID  
DETERMINATION**

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

**6. Definitions**

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

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

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

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

**"business interest"** means -

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

**"Consortium or Joint Venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

**"Controlling interest"** means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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

Any person who directly or indirectly -

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

**"CSD"** means the Central Supplier Database maintained by National Treasury;

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**"employee"**, in relation to –

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

**"entity"** means any -

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

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

**"Family member"** means a person's -

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

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

**"Institution"** means –

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

**"Provincial Government Western Cape (PGWC)"** means

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

**"RWOEE"** means -

Remunerative Work Outside of the Employee's Employment

**"spouse"** means a person's -

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

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

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

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

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

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

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

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

TABLE A

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

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

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



**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

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

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

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

**TABLE B**

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

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

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

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

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

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

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

**C2. TABLE C**

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

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

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

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



**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

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

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

**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

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

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

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date: ..... Place .....

Business Address: .....

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

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

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

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

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

### 1. DEFINITIONS

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

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

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

## 2. GENERAL CONDITIONS

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

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

2.2 Preference point system for this bid:

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

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

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

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

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

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

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

#### 4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of tender under consideration

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

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

### 5.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

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

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



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

## 7. BID DECLARATION

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

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

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

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

## 9. SUB-CONTRACTING

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

- 9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

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

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



## 10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

### 10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

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

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

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

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

.....

**WITNESSES:**

1. ....

2. ....



**TERMS OF REFERENCE  
FOR THE PROCUREMENT OF TECHNICAL COMPETENCIES FRAMEWORKS**

## 1 PURPOSE & GENERAL REQUIREMENTS

- 1.1 The Department of the Premier of the Western Cape Government ("the Department") wishes to invite potential bidders to **submit proposals for the design of technical competency frameworks** for the Western Cape Government (WCG).
- 1.2 Technical competency framework development service is required for **specific Transversal Functions** in the WCG (Table 1, paragraph 3.8).
- 1.3 Potential bidders **may ask for clarification on these Terms of Reference or any of its Annexures up to - 72 hours before the deadline** for the submission of bids. Any request for clarification must be submitted to the Department's Supply Chain Management (SCM) unit via e-mail to [Dotp.acq@westerncape.gov.za](mailto:Dotp.acq@westerncape.gov.za).

Answers to any written queries referred to SCM in accordance with this paragraph 1.3 will be responded to via email.

- 1.4 **No late bids will be accepted** after the closing time on the closing date.
- 1.5 **Bidders may not contact the WCG on any matter pertaining to their bid from the time that the bids are submitted (the bid closing time) to the time the contract is awarded.** Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner will result in rejection of the bid concerned.

### 1.6 Briefing Session

- 1.6.1 A **non-compulsory virtual briefing session** will be held on:

Date: Thursday, 15 May 2025

Time: 10H30

Venue: Microsoft Teams meeting invite

- 1.6.2 Bidders are **requested and encouraged to attend the virtual briefing session** so that clarification on the Terms of Reference and expectations of the Department can be provided in respect of this invitation to bid.

1.6.3 Bidders are furthermore **requested to inform the Department by email that it intends submitting a bid proposal to ensure that any further information and updates to the invitation of bid may be provided** to them to enable bidders to submit compliant bids, which information will also be published on the eTenders portal.

1.7 Please note that the **Department is not bound to accept any bid submitted**. The Department may accept or reject any bid (in accordance with the provision of these Terms of Reference) and **may cancel the tender process at any time prior to the award of the tender contemplated herein for any of the following reasons:**

- 1.7.1 Due to changed circumstances for instance, if there is no longer a need for the services as specified in these Terms of Reference or,
- 1.7.2 Funds are no longer available to cover any envisaged expenditure,
- 1.7.3 No acceptable bids are received, or
- 1.7.4 There is a material irregularity in the tender process.

1.8 The **envisaged commencement date for the contract(s)** contemplated herein is **July 2025** and the successful bidder to be appointed will be required to **enter into a Service Level Agreement** with the Department once the said bid has been awarded.

## **2 INTRODUCTION**

2.1 Digital transformation of the province, and the way people should work in a complex, diverse and ever-changing environment has a great impact on the **WCG's need to develop employees' critical as well as future skills**. This is a crucial aspect of talent management that ensures you have the capacity to deliver on service objectives.

2.2 WCG consists of various departments, each encompassing diverse functional areas that require specialised technical competencies to operate effectively. **Currently no unified framework exists within WCG to address the level of talent development required**. Most of the current technical competency frameworks in use in WCG is incomplete when comparing to current best practice related to competency framework and design. These existing frameworks also are not consistently applied and used throughout the WCG. This causes inconsistency in our people management practices across our specialised functional areas. Therefore, to capacitate our specialists in a manner that assures alignment to performance requirements, **WCG needs to create multi-layered**

**competency frameworks that consistently and comprehensively define, describe, and outline the competencies required to deliver.**

- 2.3 Given the complex, time-intensive, and costly nature of competency design, the Department **intends to develop these competencies in stages with the support of a skilled and qualified service provider in the initial stage due to the lack of expertise currently available internally to develop technical competencies.** Part of the role of the successful bidder will also be skills transfer while working with an internal team which will decrease the need for external support as the stages progress. This approach optimises the development process and enhance efficiency moving forward.

### **3 BACKGROUND**

- 3.1 Currently, **competency frameworks**, which is the structure or collection of competencies that sets out and defines each competency required by individuals working in an organisation, **are used in a limited capacity as part of the recruitment, selection, and development processes.** The competency frameworks consistently and predominantly used in the WCG are the Universal Competency Framework ("UCF") and the Department of Public Service and Administration ("DPSA") Senior Management Competency Framework and is focused on describing the behavioural potential of candidates based on the individual's attributes only and they chiefly form part of only the recruitment and selection process. They do not include the skills, abilities, and knowledge that would accompany the comprehensive measurement and development of these areas. Please see Annexure A: Glossary of terms relevant to competency frameworks and design.
- 3.2 The abovementioned frameworks **comprise of process type competencies** i.e., those competencies that are **essential for the delivery of results linked to a wide range of work responsibilities regardless of the specific technical function being performed.** They can be described as the generic set of knowledge, skills, abilities, and attributes that support functioning in more than one area of a role/post/job and across various types of roles/posts/jobs, such as planning and organising.
- 3.3 **Additional competency framework available** relates to various nationally coordinated positions that have established technical competency frameworks (e.g., supply chain management), this is, however, not formally used throughout talent cycle as described in the sections to follow. There also exist clusters of competency information across WCG that is not consistently used or known of.

- 3.4 **To ensure that the value-add of using competency-based practices is realised, there is a need to expand the WCG's current competency frameworks** and use thereof by describing the areas linked to the requirements of functional areas more comprehensively and consistently. Therefore, **creating multi-layered competency frameworks** (i.e., a framework consisting of process type and technical type competencies displayed across proficiency levels) are required. This ensures that competency frameworks also have an emphasis on including the knowledge, skills, abilities, and other attributes unique to technical specialisation required to deliver specific results. These technical competencies are closely aligned with the knowledge and skills needed for successful performance in specialised and functional areas such as IT, Finance, Accounting, and other specialised professions.
- 3.5 In the development of unified technical competency frameworks, **it is necessary to build on the existing frameworks/models mentioned but also to expand on and introduce consistency** in the way that competencies are created and used in WCG practices. This will improve the impact of using competencies-based practices and not only ensure correct capability exists for delivery but also affect other talent management practices which has to create alignment between delivery expectation and delivery capability.
- 3.6 After research and consultation with the People Management Steering Committee (PMSC), three design options were presented to acquire support in technical competency design, and option 2 was approved and deemed the most optimised approach as the way forward. **This design option recommended to start with the Transversal Functions (referred to as priority function in the business case), as Stage 1, that are found in every department of the organisation.** This is to establish internal skills and a baseline process to use as a reference for subsequent technical competency design stages. The following stages will be focused on priority functional areas with frontline impact.
- 3.7 The **first stage of this design process is to inform the planning for future stages and roll-out of technical competency design** across all functions identified by WCG. The objectives of this stage are as follows:
- To establish a baseline approach/process for technical competency framework and design,
  - To upskill internal resources to drive technical competency development stages moving forward,



- To inform planning of the next technical competency development stages,
- To create/establish/refine WCG competency dictionary, libraries, and frameworks mechanism,
- To guide the application and implementation of a unified technical competency frameworks and
- To provide an approach on how to integrate existing technical competency frameworks into a unified technical competency framework.

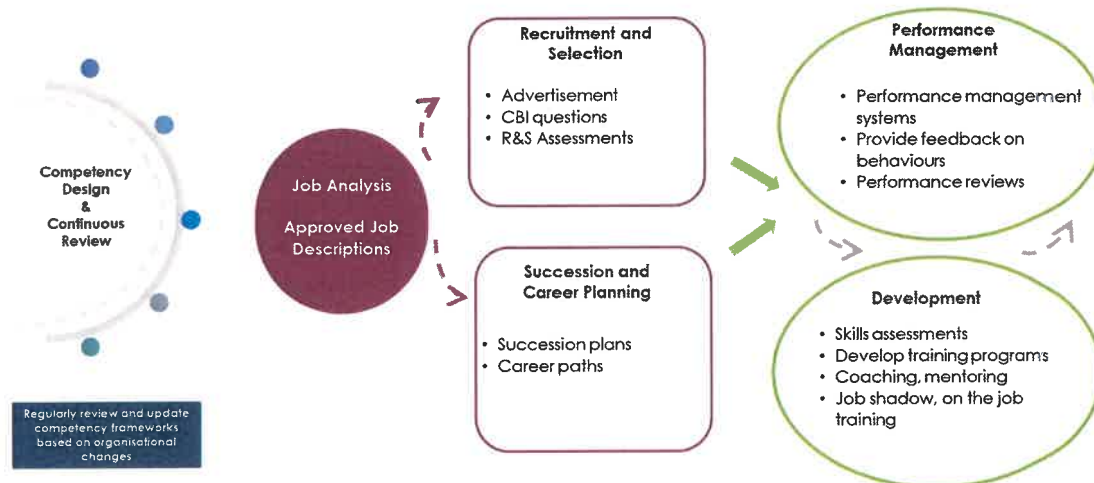
3.8 An indication of the **range of services in the identified Transversal Functional Clusters** are provided below (Table 1) as these spread across WCG and provide an impactful starting point for the further roll-out of technical competency design throughout the other functions and departments. In short, a functional cluster is where all related functions are brought together that groups various occupations at various levels in different parts of the organisation. **Detail pertaining to the types of occupations delivering services for the various functions and the streams of work explaining the different roles across all functions can be found in the attached Annexure B and C** (refer to Annexure B: Streams of work distinguishing features and Annexure C: High Level Departmental overview – with a focus on the programme 1 jobs located across all functional areas). Annexure B relates to the streams of work present across all occupations in the organisation informing the levels of complexity across occupational roles/jobs in WCG to inform the inclusion of proficiency levels to be created for each technical competency designed and developed. Annexure C illustrates the various occupational roles delivering a service relevant to the functions across the organisation. Based off of cross-sectional analysis of this information, the transversal functional clusters were identified. This provides a high-level overview of the scope of work expected within the current competency design process. With this overview of the types of occupational roles in functional areas it also informs the creation of job families during the design process. I.e., creating an idea of the scope of work required for this project.

**Table 1: Overview of the Transversal Functions**

Transversal Functional Cluster (Programme 1)	Types of Functional Outcomes within a Functional Cluster <i>*Functional work that contribute to the delivery of the functional cluster considered for Competency development</i>
Communication and Information Management	<ul style="list-style-type: none"> <li>• Communication</li> <li>• Data capturing</li> <li>• Departmental information management</li> <li>• Information and communication technology</li> <li>• Records management</li> </ul>
Financial and Asset Management	<ul style="list-style-type: none"> <li>• Financial management</li> <li>• Internal audit</li> <li>• Supply chain management</li> <li>• Asset management</li> </ul>
People Management and Organisational Development	<ul style="list-style-type: none"> <li>• People Management (including labour relations, skills development, and training)</li> <li>• Organisation development</li> <li>• Personal support services to SMS members</li> </ul>
Performance Monitoring and Strategic Planning	<ul style="list-style-type: none"> <li>• Departmental performance monitoring, evaluation, review, and reporting</li> <li>• Strategic management support (departmental strategic and business planning support)</li> <li>• Enterprise risk management</li> </ul>
Legal and Logistical Support	<ul style="list-style-type: none"> <li>• Legal</li> <li>• Logistical and general office support</li> </ul>
<b>*Functional Clusters are responsible for specific outcomes that are delivered in the form of functional services by various occupations across an organisation.</b>	

## 4 BUSINESS NEED

- 4.1 One of the **great advantages of high-quality multi-level competencies frameworks** is their ability to **create greater consistency and continuity across the talent cycle**.
- 4.2 With a **description of the skills** necessary to do a job well, an **indication of abilities needed** to enable achievement of proficiency, **the knowledge** to inform the know-how of doing a job, **as well as the characteristics** that might support effectively attaining this, **the path of job design, selecting, onboarding, developing, and retaining the right people will be more measurable, targeted, and efficient**.



**Figure 1: Talent Cycle**

4.3 Following the flow of **Figure 1: Talent Cycle**, the benefits to the talent cycle may include:

4.3.1 **Job Analysis:** Job analysis that make use of competencies can help in designing or redesigning job roles to better align with organisational goals and objectives. Incorporating competencies helps in developing job descriptions and person specifications by clearly defining the skills, knowledge, abilities, and attributes required to perform a job effectively. Through job analysis, competencies can be identified and articulated to ensure that job roles are well-defined and understood.

4.3.2 **Recruitment:** Including multi-layered competencies in a job description creates a more focused and productive hiring process. Instead of evaluating candidates based on vague qualities, the competencies in the job description can identify specific behaviours the candidate has demonstrated in prior work environments, knowledge required to understand what they need to do and how, and skills that support their success. Competencies are particularly valuable in the interview process as it assists in minimising bias and enhance objectivity by setting consistent criteria by which all candidates are evaluated.

4.3.3 **Succession and Career Planning:** Competencies provide a clear framework for assessing individual's readiness to take on more significant responsibilities or higher-level roles within the organisation. Competencies serve as a roadmap for targeted development efforts by identifying the requirements for future roles. Succession planning based on competencies helps organisations proactively address talent gaps. By identifying and developing potential successors in advance, organisations can mitigate the risk of key positions becoming vacant unexpectedly and ensure continuity in leadership and critical roles.

- 4.3.4 **Performance Management:** Competencies help define the skills, knowledge, and behaviours required for successful job performance and provide a standardised framework for evaluating employee performance. Evaluating performance against a set of competencies can facilitate constructive feedback and coaching conversations. Competencies can guide the development of performance improvement plans.
- 4.3.5 **Development:** Competencies enable the tailoring of training programs to address specific development needs and help identify gaps between current skills and desired competence. Competencies provide a basis for measuring the effectiveness of training programs by assessing employees' proficiency in relevant competencies before and after training. Mentors and coaches can use a common language linked to competency frameworks to provide constructive feedback on areas where employees excel and areas where they need to improve. This also allows them to offer focused guidance on how to develop those competencies and navigate career advancement opportunities within the organisation.
- 4.4 In summary, **competencies are integral to every stage of the talent cycle**, from recruitment to succession planning. **By providing a common language** for assessing skills, guiding development efforts, evaluating performance, and identifying future leaders, **competencies enable organisations to optimise their talent management processes and drive organisational success.**

## 5 COMPETENCY DESIGN IN THE WCG

- 5.1 All competency frameworks developed for use in the WCG, must **align to the WCG Competency Description Format (CDF)**. This format serves as a **methodology that prescribes how competencies are to be described and defined within the WCG**. This CDF **shall be provided to the successfully appointed bidder** during the project initiation process.
- 5.2 The CDF propose the use of **two types of competencies: a process type competency and a technical type of competency**. As the UCF and the DPSA competency frameworks are suitable as process competencies, the **need exists for the development or refinement of technical competency frameworks across all functional areas**, to expand on the use of competencies in the WCG.

- 5.3 The CDF defines competencies as the **blend of work-related knowledge, skills, abilities, and other relevant characteristics described as observable work-related behaviours and is considered as instrumental in delivering the outputs required of that job.**
- 5.4 **According to the CDF, every competency** that is being measured, must **describe the key behaviours** which a person must display to be effective. **Describing the behavioural descriptors at different proficiency levels** to indicate the level of complexity required at a specific level is also important. The behavioural descriptors **summarise the key actions/behaviours required** to be effective in delivering the desired output at specific types of job functions. They help us to understand what the competency is about and what to look for when evaluating the work conduct of an individual. In an example, these behavioural descriptors serve as a guideline for curriculum designers to design and evaluate course materials etc.
- 5.5 As part of the competency development process the relevant **skills aligned to the behavioural indicators is to be indicated for each proficiency level.** The **applicable knowledge area as it relates to the attainment of the skills must also be indicated** as it will inform the most appropriate and suitable training intervention that can assist in attaining the skill at each level.

## **6 SCOPE OF SERVICES / DELIVERABLES**

- 6.1 **The WCG requires the successful bidder to design technical competency frameworks for the specified Transversal Functions to be used in a variety of people management contexts,** including the job descriptions, recruitment and selection, development and performance management. The design must include and refine current competency frameworks within the system as a departure point. The frameworks will define the functional areas' technical competencies, the supportive abilities, skills, knowledge, and behavioural indicators required for each role/post/job. **This should be done in alignment with the CDF and should include the following:**
- The descriptions and definitions of each competency.
  - Identification of the required technical competencies per functional area that will support the WCG to achieve its strategic objectives.
  - Defining the functions/job families and map each role/post/job into its specific job family.

- Definable competency indicators to determine and show the proficiency levels of each job within the functions/job families.
- Description of the key behaviours that an employee must display to be effective.
- The description of the key behaviours for different proficiency levels that will indicate the level of complexity required at each specific level.
- The relevant skills aligned to the key behaviours for each proficiency level.
- The applicable knowledge area as it relates to the attainment of each skill.
- The most suitable training intervention that can assist in attaining the skill at each level.
- Suggestion of suitable assessment tools to measure each competency based on the behavioural indicators as well as applicable abilities.

Please refer to Annexure A: Glossary of Terms related to competency design.

6.2 The current ask for the design of the Transversal Functions' technical competency frameworks must **happen in 3 design project phases** as described in table 2 below and be **completed within eight (8) months from the project initiation date**, subject to the provisions of paragraph 8.1.2 below. The Department determined the specified timeline given the existence of information that it is able to provide to the successful bidder (e.g., functional behavioural competency models) for use by the successful bidder in the execution of the deliverables as described below (i.e. the successful bidder should have sufficient information to complete the services within an eight-month period). This information will be provided to the successful bidder in Phase 1 of the project. The current project is considered to form part of a much larger process and constitutes the initial stage for technical competency design and development in the WCG. Skills transfer for the internal task team is included as part of the 3 project phases for the development of the Transversal Functions technical competency frameworks. The internal task team includes team members with relevant expertise and Subject Matter Experts (SMEs) will be consulted per functional area but not form part of the internal task team.

6.3 For the current project, **the output for project phase 2 must include completed technical competency frameworks for the identified functional areas / groups** and the other deliverables per phase are also outlined in table 2 (Project Phases and Deliverable)

**Table 2: Project Phases and Deliverables**

PROJECT PHASES TO BE COMPLETED WITHIN 8 MONTHS (TIMELINE PER PHASE TO BE DETERMINED IN CONSULTATION WITH SUCCESSFUL BIDDER)
<b>PHASE 1: PROJECT INITIATION, CONTRACTING, PLANNING</b>
<p><b><i>Project initiation and deliverables</i></b></p> <ul style="list-style-type: none"> <li>• Project initiation and project plan sign-off: Scoping and Planning that will include firming up the project plan in terms of establishing timelines based on the information provided by WCG to support the delivery on project deliverables/objectives per phase.</li> <li>• Develop and approval of library blueprint to be used electronically</li> <li>• Draft technical competency library format that can be used electronically to hold all competencies designed – i.e., a blueprint of what the competency framework information will look like</li> <li>• Compile a draft technical competency library for Senior Management staff (SMS – level) in line with CDF</li> <li>• Align any existing output or information libraries (input information to use for the development of WCG Technical competency frameworks and this includes any existing competency frameworks in the WCG)</li> <li>• Development and approval of electronic template design in line with CDF</li> <li>• Train WCG project team on the use of electronic library / mechanism's format and input methods</li> <li>• Phase 1 Close Out Report and deliverables sign-off</li> </ul> <p>* The allocated multi-disciplinary WCG internal task team will actively participate as full members of the design team through all project phases (relevant Subject Matter Experts (SMEs) will be periodically onboarded and consulted based on the specific functional areas included)</p> <p>**WCG project manager will oversee and sign-off on deliverables as contracted.</p>
<b>PHASE 2: COMPETENCY DESIGN AND VALIDATION</b>
<p><b><i>Development of technical competencies for People Management and OD functions</i></b></p> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees</li> <li>• Research, Analysis, Data collection, define job family framework, Design and Validate competencies</li> <li>• Content development of functions for Technical Competency Library</li> <li>• Alignment of design templates</li> <li>• On-the-Job training and skills transfer for WCG project team</li> <li>• Submit a report inclusive of the Competency Library containing the technical competencies per function created and deliverable sign-off</li> </ul>
<p><b><i>Development of technical competencies for Communication and Information Management</i></b></p> <ul style="list-style-type: none"> <li>• Briefing Sessions with representative samples of WCG employees in function</li> <li>• Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies</li> <li>• Content development of functions for Technical Competency Library</li> </ul>



- On-the-Job training and skills transfer for WCG project team
- Alignment of design template
- Submit a report inclusive of the Competency Library containing the technical competencies per function created and deliverable sign-off

#### ***Development of technical competencies for Finance and Asset management***

- Briefing Sessions with representative samples of WCG employees in function
- Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies
- Content development of Transversal Function onto on Technical Competency Library
- On-the-Job training and skills transfer for WCG project team
- Alignment of design templates
- Submit a report including the Competency Library containing the technical competencies per functions created.

#### ***Development of technical competencies for Performance Monitoring and Strategic Planning***

- Briefing Sessions with representative samples of WCG employees in function
- Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies
- Content development of Transversal Function onto on Technical Competency Library
- On-the-Job training and skills transfer for WCG project team
- Alignment of design templates
- Submit a report including the Competency Library containing the technical competencies per functions created.

#### ***Development of technical competencies for Legal and Logistical Support***

- Briefing Sessions with representative samples of WCG employees in function
- Competency Design and Creation: Research, Analysis, Data collection, SME consultation, define job family framework, Design and Validate competencies
- Content development of Transversal Function onto on Technical Competency Library
- On-the-Job training and skills transfer for WCG project team
- Alignment of design templates
- Submit a report including the Competency Library containing the technical competencies per functions created.

- Phase 2 Close out report and deliverable sign-off

### **PHASE 3: CONSOLIDATION AND CLOSE-OUT**

#### ***Consolidation of content***

- Content consolidation and alignment in electronic to support and carry the competency library
- Consolidated technical competency library for Senior Management staff across Transversal Functions (SMS – level) in line with CDF prescriptions

- Consolidate Technical Competency Library for other staff across Transversal Functions (lower levels) in line with CDF prescriptions
- On-the-Job training and skills transfer for WCG project team
- Alignment of design templates

#### **Project close-out**

- Final content consolidation and alignment on electronic format hosting the Technical Competency Framework content/data
- Complete technical competency library for Senior Management staff (SMS – level)
- Complete Technical Competency Library for other staff (lower levels)
- Final recommendation on suitable assessment approach and apply to competency framework
- Final On-the-Job training and skills transfer for WCG project team
- Final alignment of design templates
- Final approval of framework blueprint
- Final close out (Phase 3) report and deliverables sign-off

## **6.4 Successful Bidder Resource Team Requirements**

This section relates the competency and qualification requirements pertaining to the successful bidders' resources. The key takeaway is that the successful bidder **needs to adjust the number of resources to the scope of the project and their capacity to deliver within scope, timeframe and budget.**

### **6.4.1 Resource Team Member Competencies**

In addition to the above scope and deliverables, the successful bidder to be appointed and, more so, its resources, are to **exemplify the highest standards of professionalism and business etiquette.** Within this context, **resources are to meet the applicable minimum competencies as set out in the section below**, and are to be an example and personify the following:

- Ability to collaborate and work as a part of a team;
- Ability to be self-managed, ethical and honest;
- Ability to be respectful and seek to build relationships;
- Good presentation skills;
- Good reporting skills;
- Excellent communication skills;
- Strong organisational skills and attention to detail are essential; and
- Knowledge of change management principles and methodologies.

#### 6.4.2 Resource Team Role Description, Qualification and Experience

The table below provides the role description and minimum qualification, and experience required of each resource that the successful bidder must need to include in their resource team to fulfil the responsibilities referred to in paragraphs 6.1 – 6.3 above.

**Table 3: Resource Team Role Description and Minimum Qualification and Experience**

<b>Roles</b>	<b>Description</b>	<b>Minimum Qualification and Experience</b>
Lead Consultant/ Project Lead	<p>The role of the Lead Consultant / Project Lead encompasses the following activities within the scope of the relevant services:</p> <ul style="list-style-type: none"> <li>- Fulfil a supervisory role;</li> <li>- Manage the Design / Delivery Team on the contract;</li> <li>- Ensure delivery of the requirements as set out in paragraphs 6.1 – 6.3 above.</li> <li>- Attending contract management meetings; and</li> <li>- Attending meetings with stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>- At least a NQF 9 qualification in Human Resource Management, Management Studies, Organisational Development or Organisation Psychology;</li> <li>- Experience in Human Resource Management, Management Studies, Organisational Development and/or Organisation Psychology (Industrial Psychologist); and</li> <li>- Successfully managed at least 3 end-to-end projects of work related to competency framework design or must have a minimum of 5 years' experience in project management work related to competency framework design.</li> </ul>
Design / Delivery Team	<p>The role of the Design / Delivery Team resources encompasses the following:</p> <ul style="list-style-type: none"> <li>- Design of the technical competency frameworks in accordance with the requirements as set out in paragraphs 6.1 – 6.3 above.</li> </ul>	<ul style="list-style-type: none"> <li>- At least a NQF 8 qualification in Human Resource Management, Management Studies, Organisational Development or Organisation Psychology;</li> <li>- Experience in Human Resource Management, Management Studies, Organisational Development and/or Organisation Psychology (Psychometrist); and</li> <li>- At least 3 years' experience developing Competency Frameworks.</li> </ul>

6.4.3 The bidder must provide the services at the minimum of **one (1) Lead Consultant / Project Lead and at least one (1) Design/Delivery team member**, both adhering to the competence requirements as set out in Table 3 above.

6.4.4 Each bidder must ensure that it provides for the **minimum number of resources** per resource role **for bid evaluation purposes**, but they are not limited to this minimum

requirement and the successful bidder will **be required to adjust the number of resources to the scope of the project and their capacity to deliver within scope, timeframe and bid price**

## 6.5 Project Team Roles and Responsibilities

6.5.1 As stated above, the successful bidder must provide the services of one Lead Consultant/ Project Lead to fulfil the activities as described above. The number of Design / Delivery Team resources required during the term of the contract contemplated herein will be determined by the successful bidder to **ensure that the services are rendered within the timeframes as stipulated** in paragraph 6.2 above. The **successful bidder's resources will be working in tandem with an internal WCG task team consisting of a multi-disciplinary group of individuals, including people management practitioners, as well as SMEs within the respective functional areas under investigation.** The successful bidder will initially guide and later work with the internal team to design and implement the WCG technical competency frameworks. These frameworks will be captured in a WCG competency library and will serve as a guide for a dedicated internal team to continue competency design throughout the province after conclusion of the contract. Consequently, the successful bidder will be responsible to provide real time skills transfer to the internal team while developing technical competency frameworks for the identified Transversal Functions.

6.5.2 The **role of the internal task team is as follows:**

- To be guided by the successful bidder during the contract period, i.e., they will form part of the project team responsible for developing technical competency frameworks during the contract period;
- To receive training and real-time skills transfer in support of the development of technical competency frameworks for the contract period and moving forward;
- To conduct or support with any work sessions with subject matter experts (SME's), if required;
- To support with change management and project management in rolling out the technical competency design project;
- To support the development of the technical competency frameworks with all that this entails according to project scoping and planning; and
- After the conclusion of this contract, the internal team will continue with competency development across the WCG.

6.5.3 The **internal task team will comprise of a multidisciplinary group spread across various areas of technical expertise** deemed necessary to address and support the programme roll-out. In line with the conditions set out in section 6.5, at initiation of the project, the **internal task team will consist of a minimum of four (4) dedicated members** to support the successful bidder throughout.

## 7 PHASE 1 (a): COMPULSORY CONDITIONS OF BID

7.1 Each bidder must indicate with an "X" in **Table 4** below whether it complies with the compulsory conditions of the bid. Bid documentation must be supported with the evidence set out for each of the requirements indicated in Table 4 below. If a bidder does not or fails to indicate with an "X" whether it complies with the compulsory conditions of the bid set out in Table 4 below, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in Table 4 below. Unless otherwise indicated in Table 4 below, any bidder that does not comply with the compulsory conditions of bid, and/or any bidder that does not provide the evidence requested below, will be disqualified and will not proceed to the evaluation phase of this bid. Should the Department consider a bid to be deficient with respect to any evaluation requirement, the Department may, in its discretion, request a Bidder to submit the missing information or provide supplementary documentation to demonstrate compliance with that requirement. The Department is not obliged to make such request and the aforesaid does not detract from the Department's right to reject a Bidder for failure to submit a compliant bid. Failure to provide any missing or supplementary information within the period specified in a notice requesting same, will lead to the rejection of the bid.

**Table 4: Compulsory Conditions of Bid**

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.1	Each bidder must be <b>duly registered on the Central Supplier Database (CSD)</b> . WCG/DOTP shall verify such registration prior to evaluation of each bid. <b>CSD report to be attached.</b> (If the CSD report is not attached, the department will check the CSD to confirm the bidder's registration. If the bidder is not registered, the bidder will be disqualified.)		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.2	Each bid must contain a <b>duly completed and signed WCBD 1 form (Invitation to Bid form)</b> . All information and documentation requested in such form must be provided. No WCBD 1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid.  <b>Bidders are reminded that the WCBD1 form requires proof of authority and as such must ensure that such proof is accordingly provided. Failure to provide proof of authority may render the bid invalid.</b>		
7.1.3	Each bid must contain a duly completed and signed <b>WCBD 3.3 form (Pricing Schedule)</b> i.e. the financial proposal.		
7.1.4	Each bid must contain a duly completed and signed <b>WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination)</b> . All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submissions of bids.. In the event that no WCBD 4 form (together with the information and documentation required in terms thereof) is included in a bid, the Department will check the Western Cape Supplier Evidence Bank for a valid copy of such form. If (i) the bidder does not submit a duly completed, signed, and dated WCBD 4 form (together with the information and documentation required in terms thereof); or (ii) no such duly completed and valid form (together with the information and documentation required in terms thereof) are available to the Department on the Western Cape Supplier Evidence Bank, the bid in question will be non-compliant with this compulsory condition of bid and will be disqualified.		
7.1.5	Each bid must contain a duly completed and signed <b>WCBD 6.1 form <u>where the bidder intends to claim preferential procurement points for B-BBEE</u></b> . All information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	be accepted after the closing date and time of the bid. In the event that a bidder does not submit a duly completed <b>WCBD 6.1 form</b> (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.		
7.1.6	<p>Where applicable, <b>any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement</b>, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortium and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract(s) contemplated herein. <b>No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid.</b></p> <p>Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that:</p> <ul style="list-style-type: none"> <li>• The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; and</li> <li>• All standard bidding forms (i.e. WCBD 1 to be completed in the name of the joint venture / consortium WCBD 4 must be completed for each member firm of the joint venture/consortium and the WCBD 6.1 in the name of the joint venture /consortium.</li> <li>• Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such member firms.</li> </ul>		



No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	<p><b>The WCG reserves the right to request</b> a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) <b>a certified copy of such document or agreement duly certified by a Commissioner of Oaths</b> (where the consortium or joint venture is based in South Africa); or (b) <b>an authenticated copy of such document or agreement duly authenticated by a Notary Public</b> (where the consortium or joint venture is based outside of South Africa). <b>Failure by a preferred bidder to provide same within a period stipulated by the WCG shall disqualify the bid submitted by that preferred bidder.</b> These requirements are not applicable to bidders that are not bidding as a consortium or joint venture. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture.</p>		
7.1.7	<p>Each bid must contain a comprehensive technical proposal that must include at least the following:</p> <ul style="list-style-type: none"> <li>• <b>Company Overview;</b></li> <li>• A <b>portfolio of evidence containing examples</b> of previous work done comparable to the scope and requirements outlined in section 6.3 above not older than 10 years.</li> </ul> <p><b>Portfolio of evidence must include the following:</b></p> <ul style="list-style-type: none"> <li>• project plan examples related to competency design work;</li> <li>• competency design approach and process;</li> <li>• project feedback and/or closing report including indication of level of impact achieved linked to objectives and deliverables; and</li> <li>• Understanding of WCG Requirements as it relates to the required services described in section 6 above also illustrating how the services are to be delivered by providing a detailed proposal with clear and measurable deliverables, milestones and expected results;</li> <li>• Aligning to paragraph 6.4, the experience of the competency design Team per example provided;</li> </ul>		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	<ul style="list-style-type: none"> <li>Track record not older than 10 years and relevant experience in delivering the same or similar services in the development of Competency Frameworks contemplated herein; and</li> <li>Any other items the bidder wishes to add that could be relevant to indicate appropriate experience.</li> </ul> <p>The envelope must contain at least the following:</p> <ul style="list-style-type: none"> <li>The comprehensive technical proposal; and</li> <li>All mandatory documents specified in this Table 4 (i.e., <b>excluding the financial proposal</b> and related documents).</li> </ul>		
7.1.8	<p>Each bidder must demonstrate in its bid that it has proven experience in delivering a Competency Design service in the past by providing the following with its bid documents:</p> <p>(i) A <b>minimum of 3 (three) comparable contactable references</b> using the <b>Contactable References List template</b> attached hereto as <b>Annexure D</b>, which references must be able to provide information on relevant services, related to technical competency framework design, - undertaken by the bidder concerned in the past related to the services required herein; <b>and</b></p> <p>(ii) An <b>original reference letter</b> (using the Reference Letter Template provided in Annexure E) <b>from each contactable reference that is cited in Annexure D</b> that details in full the matters as set out in paragraph (iv) below (provided on an official business letterhead signed by an authorised representative at management level); <b>or</b></p> <p>(iii) <b>In the absence of an original reference letter for each contactable reference that is cited in Annexure D, a sworn affidavit (in the format set out in Annexure F hereto) deposited to by an authorised representative of the bidder concerned for each contactable reference that does not or cannot provide an original reference letter</b>, which sworn affidavit must comply with the requirements set below.</p>		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	<p>(iv) <b>Each original reference letter or sworn affidavit provided</b> (as the case may be) must <b>at least detail the following in relation to services rendered by the bidder in the past:</b></p> <ul style="list-style-type: none"> <li>• Registered name of enterprise / organisation for which the services were undertaken</li> <li>• Service name/description</li> <li>• Scope of services / deliverables</li> <li>• Start date and duration of services</li> <li>• Number of employees of the organisation / enterprise concerned (to compare with WCG in terms of scope, size, and scalability of project)</li> <li>• Resources used (i.e., quantity and description of resources)</li> <li>• Contract status (i.e., Completed / In Progress / Unfinished)</li> <li>• Approximate project value (in Rands)</li> <li>• Customer satisfaction level of the enterprise / organisation concerned (i.e. Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)</li> <li>• Full name of a contact person within that enterprise / organisation</li> <li>• Telephone number and email address for the said contact person</li> </ul> <p><i>*Refer to <b>Annexure E</b> for a <b>Reference Letter Template</b> to be used as a guideline on the information to be included in the reference letters.</i></p> <p>The <b>WCG reserves the right to contact any of these references</b> to verify the information contained in <b>Annexure D</b> and the accompanying original reference letter or sworn affidavit (as the case may be).</p> <p><i>The Department prefers that bidders <b>allocate a unique reference number (e.g. CR01) to each reference letter and each sworn affidavit</b> provided and include such reference numbers for the corresponding enterprise / organisation in <b>Annexure D</b> so that it is easy to match reference letters and sworn affidavits with contactable references. No reference letters and sworn</i></p>		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	<i>affidavits will be accepted after the closing date and time for the submission of bids.</i>		
7.1.9	<p>Each bid must <b>contain a list of resources that conforms in all material respects to the resource matrix set out in Annexure G</b> and that is responsive to the requirements set out in paragraph 6.4 above. <b>The minimum number of resources required</b> to deliver the required services as per the scope of service and deliverables set out in 6.3, Table 3 above <b>must be listed in Annexure G</b>. This list must contain the full name, role, relevant qualification and years of experience. <b>Each bid must at least contain the minimum number of resources determined per resource role</b> (as specified in paragraph 6.4.3 above) and <b>must not include the same resource for more than one resource role</b>. This list must be accompanied by 1 (one) detailed Curriculum Vitae (CV) for each resource role cited in <b>Annexure G</b>, including preferably certified copies of all qualifications. Each CV must at least demonstrate the following for each resource role (as specified in paragraph 6.4.2 above):</p> <ul style="list-style-type: none"> <li>- The resource concerned has the <b><u>relevant competencies and experience</u></b> as indicated for the relevant role in paragraph 6.4.1 above; and</li> <li>- The resource concerned has the <b>experience and qualifications</b> as indicated for the relevant role in <b>paragraph 6.4.2</b> (i.e. the column of the table included in <b>paragraph 6.4.2</b> entitled "Table 3: Resource Team Role Description and Minimum Qualification and Experience").</li> </ul> <p><b>If Annexure G is not fully completed</b> and / or the information and documentation required in terms thereof is not included in the CVs provided, the Department will check the remainder of the bid document for the information and documentation. <b>In the event that no such information and documentation are available</b> to the Department as part of the bidding documents submitted by a bidder, <b>the bidder in question will be non-compliant</b> with this compulsory condition of bid <b>and be disqualified</b>.</p>		

7.2 **Please note that each bidder, by submitting its bid, hereby confirms that it has the necessary consent of all managers and staff members to provide any of their personal information as included as part of such bid.** The reference to “personal information” in this clause 7.2 shall mean “personal information” as defined in the Protection of Personal Information Act, 2013 (Act 4 of 2013). Where the personal information of a manager or staff member may not be disclosed at the bidding stage of the tender in question, **a bidder may de-identify any information and documentation provided in its bid that constitutes personal information of that manager or staff by doing the following:**

- 7.2.1 Allocating a pseudonym for the first name and surname of the manager or staff member in question (indicating in the bid documents that such first name and surname are pseudonyms);
- 7.2.2 Removing personal information concerning the manager or staff in question from the CV provided for that manager or staff member; and
- 7.2.3 Redacting all documents to be provided in respect of that manager or staff member to exclude personal information that could otherwise be used to identify the manager or staff member in question; but
- 7.2.4 Always ensuring that the information and documentation provided as part of the bid are sufficient for the WCG to evaluate that bid in line with the requirements set out in these Terms of Reference.

## **8 PHASE 1(b): CONDITIONS OF CONTRACT**

8.1 Each bidder must indicate with an “X” in **Table 5** below if it agrees with the following conditions of contract (which conditions shall form part of the contract(s) contemplated herein). **Each bidder must include in its bid a signed and completed copy of Table 5 below (i.e. a completed copy of Table 5 with a signature of an authorised representative of the bidder on each page comprising Table 5).** In the event that a bidder does not or fails to indicate with an “X” whether it agrees with a particular special condition of contract set out in **Table 5** below, it will be assumed that the bidder does not agree to the special condition of contract concerned. Failure on the part of a bidder to agree to all special conditions of contract set out in **Table 5** below and to submit as part of its bid a signed and completed copy of **Table 5**, will lead to disqualification of that bidder's bid.

**Table 5: Conditions of Contract**

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
8.1.1	The successful bidder must <b>provide the full scope of required services linked to technical competency framework design</b> , in accordance with the terms and conditions set out in this Terms of Reference, with specific reference to paragraph 6 above, read with the other bid documents and the Service Level Agreement referred to in paragraph 8.1.3. <b>The services must be completed within a period of 8 (eight) months from the project initiation date</b> , subject to the provisions of paragraph 8.1.2 below.		
<p><b>The following bidder hereby accepts the conditions of contracts as indicated on this page as being agreed:</b></p> <p><b>Bidder Name:</b> _____</p> <p><b>Signature of Authorised Representative of the Bidder:</b></p> <p>_____</p>			



8.1.2	<p>The successful bidder <b>shall produce and manage a project timetable / timeline plan (hereinafter referred to as a "Project Plan")</b>, which shall specify (i) the project initiation date, and (ii) the specific tasks and responsibilities to be performed to achieve the specified project deliverables in line with the requirements as set out in paragraph 6.</p> <p><b>Any material changes to the milestones or the delivery timetable in the Project Plan must be approved by the Department of the Premier of the Western Cape Government (WCG: DotP) in writing.</b> The successful bidder will complete the services within a period of 8 (eight) months from the project initiation date, unless the services are delayed due to (i) an act or omission on the part of the WCG (including a lack of sufficient information provided by the WCG), or (ii) as result of an event of force majeure as contemplated by clause 25 of the General Conditions of Contract issued by the National Treasury ("the GCC").</p> <p>Please note that the Department will only agree to an extension of the period as stated above, provided that such extension has no cost implication for the Department (i.e. the contract price as quoted in the Pricing Schedule will remain unchanged).</p>		
8.1.3	<p>The <b>successful bidder will be required to sign a Service Level Agreement (SLA) with WCG: DotP</b>. The SLA shall specify agreed key performance indicators, along with an indication on how the successful bidder performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regular scheduled meetings. The SLA may be reviewed and, where necessary and appropriate, updated annually by agreement between the WCG: DotP and the successful bidder.</p>		
<p><b>The following bidder hereby accepts the conditions of contracts as indicated on this page as being agreed:</b></p> <p><b>Bidder Name:</b> _____</p> <p><b>Signature of Authorised Representative of the Bidder:</b></p> <p>_____</p>			



8.1.4	The successful bidder must, at all times during the term of the contract, <b>comply with and work within all legislation, regulations, policies and frameworks applicable to the WCG</b> (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPIA), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies and frameworks must be included in the agreed service fees. <b>The successful bidder will be subjected to a POPIA vetting / screening process.</b>		
8.1.5	The <b>successful bidder (together with staff designated)</b> must ensure confidentiality in respect of all services rendered to the WCG.		
8.1.6	<b>WCG: DotP shall review the successful bidder's performance of the services in terms of the SLA</b> concluded between WCG: DotP and the successful bidder, read with the terms and conditions set out herein.		
8.1.7	<b>Each party retains its rights in its pre-existing intellectual property.</b> The WCG shall have all right, title and interest in any intellectual property generated during the course of performing the services outlined herein, including, but not limited to, datasheets, data sets and databases, surveys, analysis and reports. The successful bidder may not reproduce or use any of such intellectual property and/or any intellectual property of the WCG made available to the successful bidder without the prior written permission of the WCG: DotP.		
<p><b>The following bidder hereby accepts the conditions of contracts as indicated on this page as being agreed:</b></p> <p><b>Bidder Name:</b> _____</p> <p><b>Signature of Authorised Representative of the Bidder:</b></p> <p>_____</p>			

8.1.8	The <b>WCG: DotP reserves the right to terminate the contract contemplated</b> herein or any part thereof at its discretion for any reason whatsoever <b>upon 3 (three) months' written notice to the successful bidder concerned, or immediately</b> should it come to the attention of the WCG: DotP that the successful bidder has previously, or during the bidding for this tender, abused the WCG Supply Chain Management System.		
8.1.9	<b>Payment of service fees</b> will be determined with reference to the agreed service fees and subject to WCG: DotP being satisfied with the services rendered to it in terms hereof.		
8.1.10	Generally, WCG: DotP <b>shall pay for the services contemplated herein upon completion of each phase.</b>		
8.1.11	The <b>WCG: DotP shall not be liable for any costs related to subsistence, travel, parking, accommodation, car hire, flights, printing, administrative costs and the like incurred by the successful bidder in the provision of the required services.</b> The WCG: DotP will furthermore not be liable for any relocation of staff, offices or assets required by the successful bidder in giving effect to the requirements of the contract.		
<p><b>The following bidder hereby accepts the conditions of contracts as indicated on this page as being agreed:</b></p> <p><b>Bidder Name:</b> _____</p> <p><b>Signature of Authorised Representative of the Bidder:</b></p> <p>_____</p>			

8.1.12	The <b>successful bidder shall be bound by the GCC</b> , read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the successful bidder would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the successful bidder requires to be included in the contract between it and the WCG: DotP may, with the agreement of the WCG: DotP, be included in the SLA referred to in item 8.1.3 above.		
8.1.13	In the event that the successful bidder is a <b>consortium or joint venture, each member of such consortium or joint venture (as the case may be) shall be held jointly and severally liable</b> for the performance of the consortium or joint venture in terms of the contract contemplated herein.		
<p><b>The following bidder hereby accepts the conditions of contracts as indicated on this page as being agreed:</b></p> <p><b>Bidder Name:</b> _____</p> <p><b>Signature of Authorised Representative of the Bidder:</b></p> <p>_____</p>			

## 9 PRICING

Bidders must take note of the following:

- 9.1 Each bid must contain a quote for the services to which this bid relates, which must be provided on and, in the format, set out in the **WCBD 3.3 form (Pricing Schedule)** attached hereto.
- 9.2 Bidders must ensure that **all service fees quoted** in their bid documentation **are the all-inclusive, fixed service fees payable in respect of each phase of the services.**
- 9.3 **Management and presentation fees must be included in the quoted service fees.** No separate costs for management and presentation fees may be quoted for.
- 9.4 It is to be noted that the **WCG financial year runs from 01 April – 31 March.**
- 9.5 All amounts quoted must include VAT and will therefore be deemed to be **VAT inclusive.**

## 10 BID EVALUATION

- 10.1 Bids for the provision of Technical Competencies Frameworks for the WCG will be evaluated in terms of:
- 10.2 **Phase One: (a) Compliance to Compulsory Conditions of the bid and (b) Agreement to Conditions of Contract.**
- 10.2.1 **Strict compliance to all Compulsory Conditions of the bid will be checked** as part of Phase 1(a) and agreement to all Conditions of Contract will be checked as part of Phase 1(b). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract will not proceed to Phase 2 of the evaluation phase of this bid.
- 10.2.2 Compliance for the purposes of Phase 1(a) and Phase 1(b) will be checked using the **checklist** provided in **Annexure H** hereto. WCG: DotP prefers that bidders complete and submit this checklist as part of their bids to ensure that compliance with the requirements applicable to Phase 1(a) and Phase 1(b) can be checked easily.
- 10.3 **Phase Two: Pricing and B-BBEE**
- 10.3.1 **Allocation of points for price and B-BBEE contribution level status** shall be done in accordance with the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), read with the Preferential Procurement Regulations, 2022.
- 10.3.2 Price on the required pricing schedule **WCBD 3.3 (Pricing Schedule)** will be evaluated and adjudicated on the **total cost for all service categories**.
- 10.3.3 **A bid not containing a completed pricing schedule that conforms in all material respects to the format set out** in the WCBD 3.3 form attached hereto, read with paragraph 9 above, **shall not be eligible for evaluation under Phase 2**. A rate must be provided for each item within each category of service, failing which it will be assumed that the bidder is unable to provide the item(s) and/or category/ies of services not priced for.

10.3.4 This bid will be evaluated on the 80/20 principle as follows:

**Table 6: Breakdown and Weighting**

No	BREAKDOWN	Points
1.	<b>B-BBEE scoring</b>	<b>20</b>
2.	<b>Price</b>	<b>80</b>
	<b>Total</b>	<b>100</b>

As indicated above, WCG: DotP reserves the right not to award any contract(s) contemplated herein.

#### 10.4 **Important information to bidders**

The Department reserves the right to negotiate with the preferred bidder prior to the award of the tender contemplated herein, but within the applicable Bid validity period.

## ANNEXURE A: GLOSSARY OF TERMS RELEVANT TO COMPETENCY FRAMEWORKS AND DESIGN

**Abilities:** Abilities refer to the inherent or developed capacities that enable an individual to perform certain tasks or activities effectively. They are typically more generalized than skills and are often innate or can be developed over time. For example, cognitive ability, physical strength, or problem-solving abilities.

**Assessment and Measurement:** Assessment and measurement are the processes used to evaluate an individual's proficiency in a specific competency. This involves using tools, techniques, or methods (e.g., tests, interviews, or 360-degree feedback) to gauge the level of competence demonstrated in a given role or task. It helps ensure that employees meet the competency requirements and identify areas for improvement.

**Behavioural Indicators:** Behavioural indicators are observable actions or behaviours that demonstrate the presence or level of a particular competency. These indicators help to clearly define what effective performance looks like at different proficiency levels and are used to assess whether an individual is meeting the competency requirements.

**Competency:** A competency is a set of related skills, knowledge, abilities, and behaviours that are required to perform effectively in a specific role or job function. Competencies define the core capabilities needed to achieve organisational objectives and ensure consistent performance.

**Competency Name:** The competency name is the title or label given to a particular competency to represent the set of skills, knowledge, abilities, and behaviours associated with it. For example, "Teamwork," "Leadership," or "Communication" could be competency names. It provides a clear, identifiable focus for the competency.

**Context/Application:** Context/application refers to the environment or situations in which a competency is applied. It helps clarify how and where specific competencies should be demonstrated. For example, a competency like "Decision-Making" might be applied in a leadership context, or in high-pressure, high-stakes situations.

**Definition:** The definition of a competency is a clear, concise statement that describes what the competency is and what it encompasses. It provides a foundational understanding of what the competency is intended to capture and how it relates to job performance.

**Development Resources:** Development resources are materials, tools, and opportunities provided to help individuals develop the competencies required for their role. These could include training programs, mentoring, online courses, workshops, and educational content that enable employees to build their skills and knowledge in specific areas.

**Examples of Effective Application:** These are real-world instances or case studies that illustrate how a competency is effectively applied in the workplace. They help clarify how the competency

translates into actionable behaviours and outcomes. For example, an example of "Leadership" could be a situation where a manager successfully motivates their team to meet a challenging deadline.

**Function:** A broader category of activity that encompasses multiple tasks and actions, contributing to a larger business objective. A function is a group of related tasks contributing to a larger business objective. Example: "Marketing" is a function that includes activities like creating ad campaigns, market research, and managing social media.

**Knowledge:** Knowledge refers to the information, understanding, and expertise required to perform a task or role effectively. In a competency framework, knowledge includes theoretical, technical, and procedural understanding necessary to perform competently in a given job.

**Personal Characteristic/Attributes:** A personal characteristic is a predisposition on the part of an individual to behave in a certain way. Personal characteristics represent what an individual wants to or will do, as opposed to what the individual can do or has the capacity to do.

**Proficiency Levels:** Proficiency levels indicate the degree to which a competency is demonstrated, ranging from basic understanding to expert application. These levels provide a clear progression and define expectations for individuals at various stages of their career or learning. Common proficiency levels include beginner, intermediate, advanced, and expert.

**References and Sources:** References and sources are the materials, literature, or research studies that inform the design and development of a competency framework. These sources may include industry standards, academic studies, or expert recommendations, helping to ensure the framework is well-grounded and relevant.

**Related Competencies:** Related competencies are other competencies that are linked or interdependent within the competency framework. For example, competencies like "Communication" and "Collaboration" are often related, as effective communication is critical to successful collaboration. Understanding these relationships helps create a more cohesive development plan.

**Relationship to Organisational Goals:** This refers to how a competency aligns with and supports the broader objectives of the organisation. A well-designed competency framework helps ensure that individual performance is in sync with the strategic goals of the business, driving overall success.

**Role:** The specific set of responsibilities and expectations assigned to an individual within a company, which may include performing various functions and delivering services. A role is the set of responsibilities and expectations associated with a particular position within an organization, which may involve performing multiple functions and delivering services. Example: A "marketing



"manager" role would encompass tasks related to the marketing function, including overseeing the development and execution of marketing campaigns.

**Service:** A tangible outcome or result delivered to a customer, often considered from a user perspective. A service is a specific action or benefit provided to a user. Example: A customer service representative providing technical support to a customer is performing a "service."

**Skills:** Skills refer to the practical abilities or proficiencies that individuals possess to perform specific tasks. In a competency framework, skills are the actionable aspects of competencies that can be demonstrated and measured. Examples include technical skills, communication skills, or analytical skills.

# ANNEXURE B: STREAMS OF WORK DISTINGUISHING FEATURES

STREAM OF WORK					
DISTINGUISHING FEATURES	ELEMENTARY OCCUPATIONS SL1- 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)
Operating sphere	<ul style="list-style-type: none"><li>Simple tasks</li><li>Elementary tasks</li><li>Manual tasks/labour</li><li>Use of hand-held tools</li><li>Physical effort is required</li><li>Physical attributes required rather than mental demands</li></ul>	<ul style="list-style-type: none"><li>Transactional tasks and functions</li><li>Clerical tasks and functions</li><li>Secretarial tasks and functions</li><li>Process, record, organise, store, compare and retrieve information related to transactional work</li><li>Record/compute numerical data</li><li>Operate office equipment/telephone switchboards</li><li>Support other employees in the execution of their work</li><li>Deal directly with clients by requesting/providing information</li></ul>	<ul style="list-style-type: none"><li>Formulate, implement and provide advice of an administrative nature on government policies</li><li>Administer laws, regulations and policies directly associated with the unit's mandates</li><li>Interpret and apply policies</li><li>Provide input into the development of policies</li><li>Conduct inspections to ensure compliance with laws, regulations and policies</li><li>Organise and perform administrative functions related to work in an</li></ul>	<ul style="list-style-type: none"><li>Perform technical and technological-related tasks/functions</li><li>Render support services to technicians</li><li>Operate specialised technical equipment</li><li>Maintenance and repair of machinery and equipment</li><li>IT personnel involved with technical matters</li><li>Control, operate and provide assistance to users of computers and peripheral software</li><li>May or may not require registration with a professional body</li></ul> <p><u>Entry level:</u></p>	<ul style="list-style-type: none"><li>Apply knowledge in a specialised field or environment, including sciences, life sciences, humanities, legal and social services</li><li>Advise on matters relating to a specific environment, including sciences, life sciences, humanities, legal and social services</li><li>Perform tasks and functions relating to the application of scientific/artistic concepts, theories and operational methods</li><li>Perform tasks and functions relating to research</li><li>May or may not require registration with a professional body</li></ul> <p><u>Entry level:</u></p> <ul style="list-style-type: none"><li>Apply knowledge and skills as part of support functions directly associated with specialists/professionals</li><li>Operate specialised equipment and make preparations for specialised tasks to be performed</li><li>Provide care, support and assistance for</li></ul>
					<ul style="list-style-type: none"><li>Includes middle, senior and executive management levels</li><li>Majority of time is spent on generic management processes (HR, finance, planning, control, organising)</li><li>Generic management processes are a regular, consistent demand of the job</li><li>Team leaders, foremen and first line supervisors are not included here, and fall rather under their specific functional category</li><li>Employees with lower levels of responsibility in terms of resources are classified as junior managers/supervisors</li><li>Drifter – manages self → manages others → manages a function → manages a business (of functions/more than one function) → manages a group (of businesses) → manages an enterprise (department)</li></ul> <p><u>Middle management</u></p> <ul style="list-style-type: none"><li>Managing a function</li><li>Management of the general functioning of a component</li><li>Managing processes</li><li>Direct control of resources</li><li>Majority of time is spent on generic management processes (HR, finance, planning, control, organising)</li></ul>

DISTINGUISHING FEATURES	STREAM OF WORK				
	ELEMENTARY OCCUPATIONS SL1- 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)
			<ul style="list-style-type: none"><li>office environment</li><li>Deal directly with clients by requesting/providing information</li><li>Administer research</li></ul>	<ul style="list-style-type: none"><li>Render support services to technicians</li><li>Operate specialised equipment</li><li>Manual labour on higher levels (e.g. artisans with a statutory requirement for certification)</li><li>Mechanical matters and applied sciences</li><li>Technical and related tasks/functions connected with maintenance, manufacturing , construction and research</li><li>Work carried out by hand-</li><li>Use of hand-held power tools to reduce the amount of physical effort and time required and to improve the quality of production</li><li>Tasks/functions require an understanding</li></ul>	<ul style="list-style-type: none"><li>people in institutions and residential settings (e.g. children, the elderly, disabled)</li><li>Provide personal care and assistance with mobility and daily activities of people in health care and residential settings (e.g. patients, convalescents, the elderly, disabled)</li><li>Protect people and properties against hazards</li><li>Spend time with communities to raise awareness</li></ul> <p><u>Mid-level:</u></p> <ul style="list-style-type: none"><li>Maintain law and order/execute law enforcement (in terms of appointment linked to specific legislation)</li><li>Enforce laws and regulations</li><li>Handle a wide range of emergency situations</li><li>Apply artistic and scientific concepts and theories</li><li>Conduct analysis and research</li><li>Functions emanate from applied sciences and the investigation of scientific matters</li></ul>
					<p><b>MANAGERIAL SL11-16</b></p> <ul style="list-style-type: none"><li>Generic management processes are a regular, consistent demand of the job</li><li>Not all mentioned processes need to be performed</li><li>Monitor and report progress with regard to work being performed</li><li>Formulate and develop policies</li><li>Apply knowledge, scientific concepts and theories and operational methods</li><li>Conduct analysis and research</li><li>Advise on specialised matters</li></ul> <p><u>Senior management</u></p> <ul style="list-style-type: none"><li>Management of the general functioning of more than one component</li><li>Majority of time is spent on generic management processes in managing a function</li><li>Designated as part of the Senior Management Services</li><li>High level specialist senior → top → chief executive</li><li>management functions that require frequent analysis in the absence of an established framework</li><li>Management of managers</li><li>Employees directly managed will be on SL 9-12</li><li>Determine, direct, formulate and advise on government policy</li><li>Formulate and review policies, laws, rules and regulations</li><li>Oversee the interpretation and implementation of government policies and legislation</li></ul>

DISTINGUISHING FEATURES	STREAM OF WORK				
	ELEMENTARY OCCUPATIONS SL1 - 4	CLERICAL SL5 - 6	ADMINISTRATIVE SL7 - 8	TECHNICAL SL9 - 10	SPECIALISED/PROFESSIONAL (OSD) MANAGERIAL SL11 - 16
				<p>of all stages of the production process, materials and tools used and the nature and purpose of the final product</p> <p><u>Mid-level:</u></p> <ul style="list-style-type: none"> <li>Technical-related functions in the fields of life sciences, arts and ICT</li> <li>Technical and related tasks/functions connected with maintenance, manufacturing, construction and research</li> <li>Perform technical and technological-related tasks/functions (often complex)</li> <li>Application of scientific concepts and operating methods in a technical/technological field</li> </ul>	<ul style="list-style-type: none"> <li>Teach about concepts and theories in a systematic manner</li> <li>Develop concepts, theories and operational methods</li> <li>High level of theoretical and practical knowledge obtained through substantial experience</li> </ul> <p><u>High level:</u></p> <ul style="list-style-type: none"> <li>Undertake work and provide advice linked to policy and specialised/professional issues on complex → very complex functions in a specific work environment</li> <li>Develop, implement, monitor, review and evaluate strategies, policies and plans to meet the organisation's needs</li> <li>Ensure compliance with relevant legislative/statutory/regulatory requirements towards the achievement of assigned projects and goals</li> <li>Provide advice and perform the most complex functions in a specific work environment</li> </ul>
					<ul style="list-style-type: none"> <li>Plan, direct, control and evaluate overall policies and activities of the organisation and organisational units</li> <li>Plan, direct, control and coordinate activities of producing and rendering services within government and to the public</li> </ul>

DISTINGUISHING FEATURES	STREAM OF WORK				
	ELEMENTARY OCCUPATIONS SL1-4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD) MANAGERIAL SL11-16
				<ul style="list-style-type: none"> <li>Conduct analysis and research related to a specific technical field</li> <li>IT personnel involved with technical matters</li> <li>Control, operate and provide assistance to users of computers and peripheral software</li> </ul> <p><u>Higher level:</u></p> <ul style="list-style-type: none"> <li>Technical and related tasks/functions connected with maintenance, manufacturing, construction and research</li> <li>Use specialised software and related equipment</li> <li>Advise on matters relating to a specific technical/technological field</li> </ul>	<ul style="list-style-type: none"> <li>Formulate and develop policies</li> <li>Creation of new knowledge/understanding/products</li> <li>Provide definitive advice and guidance on policy and specialised/professional issues</li> <li>Subject matter expert</li> <li>Highest level of specialised/professional work</li> </ul>



DISTINGUISHING FEATURES	STREAM OF WORK					
	ELEMENTARY OCCUPATIONS SL1-4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
				<ul style="list-style-type: none"> <li>Plan, develop and improve computer-based information systems, software and related concepts</li> <li>Maintain management systems</li> <li>Programming tasks</li> <li>Highly skilled workers</li> <li>Part of the larger production process</li> </ul>		
<b>Autonomy</b>	<ul style="list-style-type: none"> <li>Routine tasks</li> <li>Highly repetitive</li> <li>Directly/indirectly supervised</li> <li>Follow simple instructions</li> <li>Highly → clearly prescriptive</li> </ul>	<ul style="list-style-type: none"> <li>Routine tasks and functions</li> <li>Repetitive</li> <li>Directly supervised</li> <li>Highly prescriptive</li> </ul>	<ul style="list-style-type: none"> <li>Not repetitive</li> <li>Noticeable degree of autonomy</li> </ul>	<ul style="list-style-type: none"> <li>Not routine</li> <li>Not repetitive</li> <li>May be clearly prescriptive</li> <li>Functions are performed fairly autonomously → noticeable degree of autonomy</li> </ul>	<ul style="list-style-type: none"> <li>Not routine</li> <li>Not repetitive</li> <li>Noticeable degree of autonomy → high degree of autonomy</li> <li>Independent management of workload</li> </ul>	<ul style="list-style-type: none"> <li>High degree of autonomy</li> <li>Generic management functions</li> </ul>
<b>Work content</b>	<ul style="list-style-type: none"> <li>A few structured/well-defined tasks → mainly well-defined tasks → multi-tasks</li> <li>Straightforward tasks that</li> </ul>	<ul style="list-style-type: none"> <li>Clerical functions → specialised/advanced clerical functions → general administration functions</li> </ul>	<ul style="list-style-type: none"> <li>General administrative functions → more advanced administrative functions</li> <li>Mainly straightforward</li> </ul>	<ul style="list-style-type: none"> <li>A few defined tasks → few well-defined tasks → straightforward tasks → well-structured functions → structured</li> </ul>	<ul style="list-style-type: none"> <li>Tasks and functions of a specialised nature → difficult tasks and functions → specialised production functions → specialised research functions → professional functions</li> </ul>	<ul style="list-style-type: none"> <li>Management duties and functions in respect of high-level production functions → specialist administrative functions → specialist technical functions → specialist professional functions</li> <li>Policy development and management</li> </ul>

DISTINGUISHING FEATURES	STREAM OF WORK					
	ELEMENTARY OCCUPATIONS SL1-4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
	require little/no interpretation	<ul style="list-style-type: none"> <li>Mainly well-defined tasks → straightforward multi-tasks that require some interpretation within an established framework</li> </ul>	<ul style="list-style-type: none"> <li>ard and well-defined → well-defined and complex → difficult work content</li> <li>Work content requires occasional interpretation → some interpretation → frequent interpretation within an established framework</li> </ul>	<ul style="list-style-type: none"> <li>technical/technical functions → well-defined technical/technical functions → multiple technical/technical functions → well-defined to complex technical/technical functions → high level production functions → complex work content → specialist technical/technical functions</li> <li>Work content requires some interpretation → interpretation of a technical nature → frequent interpretation → analytical skills → greater analytical skills within an established framework → in the absence</li> </ul>	<ul style="list-style-type: none"> <li>Tasks and functions are straightforward → defined → well-defined to complex → well-defined and complex → complex → very complex</li> <li>Work content requires occasional interpretation → some frequent interpretation → frequent interpretation → analytical skills → greater analytical skills → advanced analytical skills → specialised analytical skills and in-depth analysis</li> <li>Within an established framework → in the absence of an established framework</li> </ul>	<ul style="list-style-type: none"> <li>Determination of direction and strategy</li> <li>Functions are well defined and complex → complex</li> <li>Work content requires some interpretation → frequent interpretation → analytical skills → comprehensive/holistic interpretation</li> <li>Within an established framework → mostly in the absence of an established framework</li> </ul>





DISTINGUISHING FEATURES	STREAM OF WORK					
	ELEMENTARY OCCUPATIONS SL1- 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
			<ul style="list-style-type: none"> <li>interpretation  <ul style="list-style-type: none"> <li>Within an established framework → in the absence of an established framework</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>advice and information            Several closely related subject areas → wide range of related subject areas → wide ranging but related subject areas → several unrelated subject areas            Information is straightforward → familiar → unfamiliar → mostly unfamiliar            Requires some interpretation → a degree of interpretation → interpretation → analysis and interpretation → in-depth analysis and interpretation            Within an established framework → in the absence of an established framework</li> </ul>	<ul style="list-style-type: none"> <li>areas → several unrelated subject areas            Information is familiar → may be familiar or unfamiliar → may often be unfamiliar → is unfamiliar            Requires some interpretation → a degree of interpretation → interpretation → analysis → in-depth analysis and interpretation            Within an established framework → in the absence of an established framework</li> </ul>	
<b>Problem-solving</b>	<ul style="list-style-type: none"> <li>Solve problems by applying</li> </ul>	<ul style="list-style-type: none"> <li>Solve procedural problems by</li> </ul>	<ul style="list-style-type: none"> <li>Solve problems → procedural</li> </ul>	<ul style="list-style-type: none"> <li>Solve problems → procedural problems</li> </ul>	<ul style="list-style-type: none"> <li>Solve problems by him/herself → procedural problems</li> </ul>	<ul style="list-style-type: none"> <li>Solve complex procedural → technical → specialised/professional</li> </ul>

STREAM OF WORK						
DISTINGUISHING FEATURES	ELEMENTARY OCCUPATIONS SL1- 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
	standing instructions and processes → referring problems to supervisor → applying mainly routine job processes → referring to standard procedures → occasionally comparing various courses of action using mainly standard info → referring problems to supervisor	applying standing instructions or procedures → applying mainly routine job processes → referring to supervisor → referring to established precedents → occasionally comparing possible courses of action based on mainly standard information → reach conclusions within narrow policy guidelines → analyse a variety of information with a number of possible outcomes	problems → complex procedural problems → Apply standing instructions or procedures → refer to established precedents → refer to narrow policy guidelines → Analyse a variety of mainly standard information that may result in a number of possible solutions or outcomes	technical/technical problems → complex procedural technical/technical problems → complex technical/technical and policy issues → Apply standing instructions or procedures → apply mainly routine job processes → refer to supervisor → apply standing operating procedures → refer to established precedents → refer to guidelines and standards → refer to narrow policy guidelines → refer to broad policy guidelines → refer to policy guidelines → refer to broad possible courses of	complex procedural problems → professional problems → complex professional problems → complex management problems and policy issues → Apply standing instructions/procedures → apply routine job processes → refer to established precedents → refer to narrow policy guidelines → refer to broad policy guidelines → Analyse a variety of information → analyse information from different sources and levels → analyse complex information from different sources and levels → Use mainly standard information to occasionally compare possible course of action → analyse information that may result in a number of possible solutions/outcomes → use judgement to evaluate the best course/s of action → evaluate a wide range of alternative options that may be totally new or unprecedented	policy → management problems and issues → Analyse a variety of information from different sources and levels → refer to technical/professional standards and guidelines and established precedents → refer to narrow policy guidelines → complex information from different sources and levels → refer to broad policy guidelines → Evaluate the best courses of action → evaluate a wide range of alternative options → judgement is required to determine the best solutions/outcomes → evaluate a wide range of alternative options that may be totally new or unprecedented

DISTINGUISHING FEATURES	STREAM OF WORK					
	ELEMENTARY OCCUPATIONS SL1- 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
				<p>action → analyse a variety of information which may result in a number of possible outcomes → analyse information from different sources and levels and use judgement to evaluate the best course/s of actions → analyse complex information from different sources and use judgement to determine the best solutions/outcomes</p>		
Additional features for supervisory/managerial levels	<ul style="list-style-type: none"> <li>Give advice on work procedures/processes</li> <li>Give factual advice on completion of assigned duties</li> <li>Give instructions on single</li> </ul>	<ul style="list-style-type: none"> <li>Formulate/give advice on policies/legislation of a clerical nature</li> </ul>	<ul style="list-style-type: none"> <li>Policy development and management</li> <li>Specialist administrative functions</li> <li>Complex work content</li> </ul>	<ul style="list-style-type: none"> <li>Give limited work instructions to subordinates</li> <li>Convey procedural information</li> <li>Receive technical/technological</li> </ul>	<ul style="list-style-type: none"> <li>Requires advanced/specialised analytical skills</li> <li>Gives highly specialised/expert/definitive advice</li> <li>Receives management information</li> <li>Several unrelated areas</li> <li>Solve complex management problems and</li> </ul>	



DISTINGUISHING FEATURES	STREAM OF WORK					
	ELEMENTARY OCCUPATIONS SL1 - 4	CLERICAL SL5-6	ADMINISTRATIVE SL7-8	TECHNICAL SL9-10	SPECIALISED/PROFESSIONAL (OSD)	MANAGERIAL SL11-16
	subject area to subordinates		<ul style="list-style-type: none"> <li>Requires frequent interpretation in the absence of an established framework</li> <li>More specialised advice</li> <li>Complex information</li> <li>Wide range of unrelated subject areas</li> <li>In-depth analysis</li> <li>Refer to broad policy guidelines to solve problems</li> <li>Analyse complex information from a variety of sources and levels</li> <li>Judgement is required to evaluate best course/s of action</li> </ul>	<ul style="list-style-type: none"> <li>management information</li> <li>Several unrelated subject areas</li> <li>Solve complex technical/technical problems</li> <li>Generic middle management functions</li> </ul>	<ul style="list-style-type: none"> <li>specialised/professional policy issues</li> <li>Refer to broad policy guidelines</li> <li>Evaluate a wide range of alternative options that may be totally new or unprecedented</li> <li>Generic middle management functions</li> <li>Management of policy processes and not necessarily resources</li> </ul>	

## ANNEXURE C: HIGH LEVEL DEPARTMENTAL OVERVIEW (FUNCTIONAL AREAS AND ROLES)

*80 000 approximate number of employees		Functional Clusters are responsible for specific outcomes that are delivered in the form of functional services by various occupations across an organisation.			
*Certain jobs will be present in all departments eg Cleaner, Driver, Head of Department etc.					
Number of Transversal Functional Areas	Transversal Function Cluster (Programme 1)	Functional Outcomes	Salary Levels		
1	Communication and Information Management	Communication	Salary levels 5 to 11		
2		Data capturing	Salary levels 3 to 4		
3		Departmental information management	Salary levels 5 to 11		
4		Records management (including registry and driver/messenger services).	Salary levels 5 to 11		
5		Information and communication technology (IT staff)	Salary levels 5 to 11		
6	Financial and Asset Management	Financial management	Salary levels 5 to 11		
7		Internal audit	Salary levels 8 to 11		
8		Supply chain management	Salary levels 5 to 11		
9		Asset Management	Salary levels 5 to 11		
10	People Management and Organisational Development	People management (including labour relations, skills development and training).	Salary levels 5 to 11		
11		Organisation development	Salary levels 8 to 11		
12		Personal support to SMS members (secretary, personal assistant, office manager).	Salary levels 7 to 9		
13	Performance Monitoring and Strategic Planning	Departmental performance monitoring, evaluation, review and reporting	Salary levels 5 to 11		
14		Strategic management support (departmental strategic and business planning support).	Salary levels 5 to 11		
15		Enterprise risk management	Salary levels 8 to 11		
16	Legal and Logistical Support	Legal	Salary levels 8 to 11		

17		Logistical and general office support (such as typing, telecommunications, transport, food services, housekeeping and cleaning services).	Salary levels 2 to 5	



**Department of  
Agriculture**

		Salary level 2	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	OSD
<b>Number of Chief Directorates (Functional Areas)</b>	<b>Approximate Roles*</b>																
1	Business Planning and Strategy	Cleaner	Handyman	Auxiliary Services Officer	Accounting Clerk	Technical Assistant	Administrative Officer	Administrative Officer	Animal Disease Information Analyst	Appointment Secretary	Community Outreach Officer	Deputy Director	Director	Chief Director	Deputy Director or General	Head of Department	Artisan
2	Agri-Processing Support	Driver	Stores Assistant	Auxiliary Services Officer Research	Administration Clerk	Glsc Operator	Cellar Technologist	Agricultural Advisor	Assistant Director	Business Analyst	Deputy Director						Artisan Foreman
3	Farmer Support and Development	Electrician Assistant	Student Animal Health Technician	Driver with Secondary Functions	Chief SCM Clerk	Administration Clerk	Chief Accounting Clerk	Agricultural Economist	Biometician	Control Agricultural Resource Technician	District Manager: Landcare						Chief Artisan
4	Structured Agricultural Training	Farm Aid	Auxiliary Services Officer	Driver/Messenger	Communication Clerk (Media Support)		Chief Administration Clerk	Animal Health Technician	Decision Support Modeller	Control Animal Health Technician	Media Liaison Officer						Chief Engineer
5	Rural Development	Food Services Aid	Laboratory Cleaner	Groom	Data Processor		Chief Registry Clerk	Assistant Winemaker	Disaster Manager	Control Veterinary Public Health Officer	Project Manager						Chief Glsc Professional
6	Research Technology and	General Assistant		Household Aid Supervisor	Farm Foreman		Chief SCM Clerk	Centre Manager	Ergonomics Specialist/Agricultural Strategist	Regional Training Manager	State Veterinarian						Control Engineering

	Development Services																		Technician
7	Veterinary Services	General Store Assistant	Laboratory Assistant	Grounds Foreman			Farm Manager	Communication Officer	Facility Manager	Senior Agricultural Economist									Engineer
8	Operational Support Services	General Worker	Library Assistant	Receptions/Telecom Operator			Grounds Supervisor	Community Development Officer	Fund Raiser	Technical Manager									Engineering Technician
9	Agricultural Education and Training	Groundsman	Post Mortem Assistant	Registry Clerk			Household Manager	Departmental Communication Officer	Modeller										GIS Technician
		Household Aid	Security Controller	Secretary/Receptionist			Personal Assistant	Information Developer	Office Manager										Scientific Manager
		Mechanic Assistant	Technical Support Officer	Supply Chain Management Clerk			SCM Practitioner	Land Use Technician	OHS Coordinator										Scientific Technician
		Messenger	Tractor Driver	Technical Assistant			State Accountant	Language Practitioner	Project Coordinator										Scientist
		Metal Work Assistant	Tractor Driver/Operator				Technical Writer	Learnership Coordinator	Quality Assurance Officer										Specialised Artisan (Electrical)
		Photocopier Operator					Transport Control Officer	Lecturer	Quality Controller										Specialist Engineer
		Sample Preparation Officer						Monitoring and Evaluation Officer	Security Coordinator										Specialist Scientist
		Technical Assistant						Programming Technician	Senior Agricultural Advisor										
								Quality Controller	Senior Lecturer										



Department of Cultural Affairs and Sport		Salary level 2	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	OSD
Number of Chief Directors (Functional Areas)	*Approximate by 91 roles																
1	Sport and Recreation	Cleaner	Exhibition Support Worker	Club Development Assistant	Accounting Clerk	Gym Instructor	Administrative Clerk Supervisor	Administrative Officer	Assistant Director	Appointment Secretary	Business Analyst	Deputy Director: Heritage Western Cape Legal Support	Head of Office	Chief Director	Head of Department	Non Artisan Production	
2	Cultural Affairs	General Worker	Machine Operator	Driver with Secondary Functions	Administration Clerk		Administrative Officer	Building Inspector	CFO Support		Deputy Director						
		Groundsman	Preservation Assistant	Driver/Messenger	Asset Management Clerk		Administrative Support Officer	Communication Officer	Chief Building Inspector		Heritage Appeals Coordinator						
		Library Aid		General Foreman	Assistant Conservator		Archivist	Graphic Designer	Chief Language Practitioner		Media Liaison Officer						
		Library Material Processor		Registry Clerk	Community Sport Coordinator:		Chief Administrative Clerk	ICT Support Officer	Regional Museum Manager		Project Coordinator						

[illegible]

[illegible]





Department of Economic Growth and Tourism		Salary level 2	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	OSD
Number of Chief Directorates (Functional Areas)	Approximately 35 roles																
1	Economic Planning, Infrastructure and Coordination	Food Service Aid	None	Administration Clerk	Accounting Clerk	None	Administrative Support Officer	Administrator	Assistant Director	Appointments Secretary	Deputy Director	None	Director	Chief Director	Deputy Director General	Head of Department	None
2	Digital Economy			Driver with secondary functions	Administration Clerk		Assistant: Record Management	Departmental Communications Officer	Regional Coordination		Economist		Head of Office				
3	Broadband Access and Usage			Driver/Messenger	Cashier		Personal Assistant	Language Practitioner			Media Liaison Officer						
4	Green Economy			Front Desk Assistant	Procurement Clerk		SCM Officer: Asset Management	SCM Practitioner: Procurement									
5	Economic Enablement				Registry Clerk		Transport Officer	State Accountant									
6	Economic Sector Support				Secretary/Receptionist												
7	Skills Development																
8	Business Regulation																

Department of Environmental Affairs and Development Planning		Salary level 2	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	OSD
Number of Chief Directorates (Functional Areas)	Environment																
	Approximate 54 roles																
1	Environmental Governance Policy Coordination and Enforcement	Household Aid	None	Driver/Messenger	Accounting Clerk	None	Administrative Officer	Administrative Officer	Assistant Director	Appointment Secretary	Chief Land Use Management Regulator	None	Director	Chief Director	Head of Department	None	Chief Town and Regional Planner
2	Environmental Sustainability	Messenger		Driver with Secondary Functions	Administration Clerk		Chief Accounting Clerk	Communication Officer	Assistant Director: Supply Chain Management		Deputy Director		Head of Office				Environmental Officer: Control
3	Environmental Quality	Driver			Land Use Management Regulator		Chief Administration Clerk: Records	Language Practitioner	Assistant Director: Support Services		Economist						Environmental Officer: Production
4	Development Planning				Registry Clerk		Chief Registry Clerk	Occupational Health and Safety Officer	Principal Land Use Management Regulator		Environmental and Planning Appeals						Environmental Officer: Specialised Production



# **Department of Health and Wellness (Health services)**

		Salary level 1 & 2	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	OSD
<b>Number of Chief Directorates (Functional Areas)</b>	<b>Approximately 565 roles</b>																
1	Rural Health Services	Cleaner	Artisan Assistant	Administration Clerk: Support	Soc Aux Work Gr1	Soc Aux Work Gr1	Soc Work Gr1	Social Work Gr1	Social Work Gr1	Social Work Gr1	Social Work Gr1	Soc Work Manager Gr1	Chief Executive Officer Sr13	Chief Executive Officer	Chief Executive Officer	Superintendent-General.	Included in salary levels
2	Metro Health Services	Driver H Duty	Asst Boiler Operator	Administration Clerk	Administration Clerk	Administration Clerk	Soc Work Sup Gr1	Soc Work Sup Gr1	Soc Work Sup Gr1	Soc Work Sup Gr1	Soc Work Sup Gr1	Architect Candidate	Architect	Director General	Director General		
3	Health Service Delivery	Driver L Duty	Child Minder	Bldg Manager Sys: Asst	Administration Clerk/Driver	Administration Clerk	Administration Clerk	Administration Clerk	Analyst Developer	Administration Manager A	Architect Product	Chief Psychologist G1	Specialist Sci(Med Nw) Chi				
4	Emergency and Clinical Services Support	Emer Care Prac Stud	Cleaner	Boiler Operator	Administration Officer	Artisan Production A	Artisan Production A	Artisan Foreman	Administration Manager	App'ts Secretary	Assistant Director	Asst Manager Med Physics	Snr Manager Nur L3				
5	Health Strategy	Food Serv Support	Clin Tech Student	Cleaner	Artisan Assistant	Audiologist Com Ser	Artisan Foreman A	Artisan Production A	Artisan Foreman	Artisan Chief Gr A	Business Analyst.	Clinical Manager G1					
6	Facilities and Infrastructure	Fore Manager: Cleaning	Darkroom Operator	Clinical Tech Asst	Artisan Production A	Central Dist Audio G1	Artisan Production A	Artisan Chief Gr A	Artisan Chief Gr A	Assistant Director	Communication Outreach Officer	Chief Executive Officer					

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			Occup Ther Asst Gr 1	Health Promoter	Housekeep Support Prin	Housekeep ng Superv	Food Serv Manager	Emergency Care Office	Complan Advisor	Dental Te G1	Manager: Cit Med n Code&Drg's Specialist Specialist G1					
			Oper: Milk Kitchen	Household Aid	Housekeepin g Superv	Laundry Manager	Forensic Officer Snr	Emergency Care Technician	Cssd: Manager	Clinical Tech G1	Manager Pharmacy Serv Assist Specialist Gr 1					
			Oper: Tube Feed Room	Housekeep Support Prin	Linen Stores Asst	Medical Officer	Forensic Path Officer	Ems Course Co Gr 1	Dental Te G1	Dietician G1	Med Physicist G1 Sub Specialist G1					
			Operator	Housekeepin g Superv	Linen Supervisor	Nurs Assist	Graduate	Ems Lecturer Par Gr1	Dietician Par G1	E-Call Cntr Superv	Med Specialist Sub Specialist G3					
			Operator Senior	Interpreter	Linen Support Prin	Occupat Ther Tech G1	Hr: Practitione r	Ems Shift Leader Gr1	Dist Fleet Manager	Ems Course Co Gr 1	Medical Officer Communic ation Ser					
			Patient Care Ass	Laboratory Assistant	Messenger	Occup Ther Asst Gr 1	Occup Ther nd Tec General Eng Prod	Ems Station Manager Gr 1	E-Call Cntr Superv	Ems District Manager Gr1	Medical Officer Grade 1					
			Pharmacy MA Ass Basic G1	Laundry Supervisor	Nurs Assist	Operator	Liaison Officer	Env Health Prac G1	E-Call Cntr Manager	Ems Lecturer Par Gr1	Medical Specialist Grade 1					
			Porter	Learner	Occup Ther Asst Gr 1	Ophthalmol ogy Tech G1	Med Orth & Pros G1	Eng Technician Pro A	Ems Shift Leader Gr1	Ems Shift Leader Gr1	Medicine Reg Officer G1					
			Principal Porter	Librarian Assistant	Operator	Ortho Prost Asst G1	Med Tech G1	Food Serv Manager: Chief	Ems Sub Dist Manager Gr1	Ems Station Manager Gr 1	Pharmacist Grade 1					





**ANNEXURE D: CONTACTABLE REFERENCE LIST (note: more rows can be added if required)**

No.	Registered Name of Enterprise / Organisation	Full Name of Contact Person	Contact Numbers (Please provide mobile number and landline number)	Email Address	Reference Number of Original Reference Letter or Sworn Affidavit
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

## ANNEXURE E: REFERENCE LETTER TEMPLATE

*\*This template is to be used as a guide on what information is to be included for each reference provided in Annexure D to ensure the comparability of services rendered.*

<b>1. Registered name of enterprise / organisation for which the project was undertaken or is being undertaken</b>
<provide the name of the organisation/enterprise where service was delivered>
<b>2. Service name/Description</b>
<Name/Type of the services rendered; this must be linked to requested services >
<b>3. Scope of Services/Deliverables</b>
<Scope of services rendered at organisation/enterprise; deliverables actioned; this must be related to the requested service >
<b>4. Service start date and duration</b>
<Service start and end date> <total amount of Years and Months the requested services were rendered>
<b>5. Number of employees of the organisation / enterprise concerned</b>
<Comparable to WCG in terms of scope, size, and scalability of the project>
<b>6. Resources used</b>
<i.e., quantity and description of resources>
<b>7. Contract status</b>
<i.e., Completed / In Progress / Unfinished>
<b>8. Approximate project value (in Rands)</b>
<i.e., Rand value of the project>
<b>9. Customer satisfaction level of the enterprise / organisation concerned</b>
< i.e., Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations>
<b>10.Full name of a contact person within that enterprise / organisation</b>
<b>11.Telephone number and email address for the said contact person</b>

### Signature

<Date>

<Name>

<Job Title>

<contact information (i.e., contact number and email address)>

AFFIDAVIT

TO BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE OF THE BIDDER FOR EACH CONTACTABLE REFERENCE CITED IN ANNEXURE D THAT

CANNOT OR DOES NOT PROVIDE AN ORIGINAL REFERENCE LETTER

[Please ensure this affidavit is completed in full. Each page must be initialled or signed (where indicated) by the deponent and the Commissioner of Oaths.]

I, \_\_\_\_\_ (full name of an authorised representative of the bidder), with Identity / Passport Number \_\_\_\_\_, do hereby swear / solemnly and sincerely affirm and declare the following:

1. I am duly authorised to depose to this affidavit for and on behalf of \_\_\_\_\_ (registered name of the bidder) with registration number \_\_\_\_\_ (registration number) ("the Bidder").
2. The Bidder has undertaken the following services applicable or related to the design of Technical Competencies Frameworks (Service Name/Description) for \_\_\_\_\_ (registered name of bidder's client) ("the Enterprise / Organisation"):

No.	Scope of services / Deliverables	Contract Start Date and Duration	Resources used (i.e. quantity and resource description)	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

No.	Scope of services / Deliverables	Contract Start Date and Duration	Resources used (i.e. quantity and resource description)	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

- The Enterprise / Organisation has ..... (amount in words) or more employees [please complete with correct number of employees].
- Further information regarding the projects listed above and the services provided by the Bidder to the Enterprise / Organisation in relation thereto may be obtained from the following contact person (who has been designated for such purpose by the Enterprise / Organisation):  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_
- The information set out above is accurate, up-to-date and correct in all respects.

**Signature of the Bidder's representative**

Full name of the Bidder's representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 Identity / Passport Number of the Bidder's representative: \_\_\_\_\_

I hereby certify that:

1. The deponent acknowledged to me that:
  - 1.1. He / she knows and understands the contents of this affidavit.
  - 1.2. He / she has no objection to taking the prescribed oath / making the prescribed affirmation (please delete whichever is not applicable).
  - 1.3. He / she considers the prescribed oath / affirmation (please delete whichever is not applicable) to be binding on his / her conscience.
2. The deponent thereafter uttered the words:
  - 2.1. "I swear that the contents of this affidavit are true, so help me God" (where he / she took the prescribed oath); or
  - 2.2. "I solemnly and sincerely affirm that the contents of this affidavit are true" (where he / she took the prescribed affirmation).(as the case may be); and
3. The deponent signed this affidavit in my presence at the address set out hereunder on the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
**Commissioner of Oaths**

Full names: \_\_\_\_\_

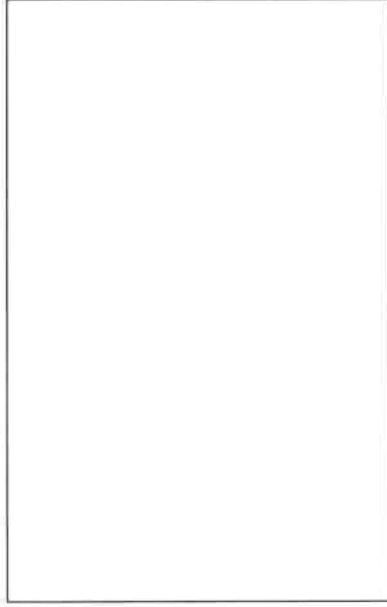
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**ANNEXURE G: RESOURCE MATRIX (note: more rows can be added if required)**

Please fill in relevant section and mark all conditions met with an 'X' aligned to experience and qualifications requirements as set out in section 6 of the Terms of Reference. (Note: sections to be added to include all resources allocated to delivery of service)

**Lead Consultant/Project Lead Resource Matrix**

No.	First Name of Resource	Surname of Resource	Role (as per section 6 of the Terms of Reference)	Field of Experience	Competency Framework Design Project Management Experience	Qualifications	Reference Number(s) for Qualifications (i.e. all relevant qualifications listed in CV)	Reference Number for CV
1.			Lead Consultant/ Project Lead	Human Resource Management	At least 3 end-to-end Competency Frameworks design projects	NQF 9 qualification in Human Resource Management		
				Management Studies		NQF 9 qualification in Management Studies		
				Organisational Development	At least 5 years' project management experience related to competency framework design	NQF 9 qualification in Organisational Development		
				Organisational/Industrial Psychology		NQF 9 qualification in Organisational/Industrial Psychology		



# Design/Delivery Team Resource Matrix

No.	First Name of Resource	Surname of Resource	Role (as per paragraph 6 of the Terms of Reference)	Field of Experience	Competency Framework Design Experience	Qualifications	Reference Number(s) for Qualifications (i.e. all relevant qualifications listed in CV)	Reference Number for CV
1.			Design/Delivery Team	Human Resource Management	At least 3 years' experience developing Competency Frameworks	NQF 8 qualification in Human Resource Management		
				Management Studies		NQF 8 qualification in Management Studies		
				Organisational Development		NQF 8 qualification in Organisational Development		
				Organisational/Industrial Psychology		NQF 8 qualification in Organisational/Industrial Psychology		
2.			Design/Delivery Team	Human Resource Management	At least 3 years' experience developing Competency Frameworks	NQF 8 qualification in Human Resource Management		
				Management Studies		NQF 8 qualification in Management Studies		
				Organisational Development		NQF 8 qualification in Organisational Development		
				Organisational/Industrial Psychology		NQF 8 qualification in Organisational/Industrial Psychology		
3.			Design/Delivery Team	Human Resource Management	At least 3 years' experience developing Competency Frameworks	NQF 8 qualification in Human Resource Management		
				Management Studies		NQF 8 qualification in Management Studies		
				Organisational Development		NQF 8 qualification in Organisational Development		
				Organisational/Industrial Psychology		NQF 8 qualification in Organisational/Industrial Psychology		

## ANNEXURE H: CHECKLIST FOR EVALUATION PHASES 1(a) AND 1(b)

The following checklist will be used by WCG: DOTP when determining compliance of bids with the requirements applicable to Evaluation Phases 1(a) and 1(b):

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	<b>Compulsory Conditions of Bid (Phase 1(a))</b>			
1.	Each bidder must be duly <b>registered on the Central Supplier Database (CSD)</b> . WCG/DOTP shall verify such registration prior to evaluation of each bid. <b>CSD report to be attached.</b>	Item 7.1.1 of Table 4 under paragraph 7.1 of the Terms of Reference		
2.	Submission of duly completed and signed <b>WCBD 1</b> form (Invitation to Bid form), with all information and documentation required in terms thereof.	Item 7.1.2 of Table 4 under paragraph 7.1 of the Terms of Reference		
3.	Submission of Bidders <b>proof of authority</b> and as such must be included in the envelope containing the bidder's technical proposal	Item 7.1.2 of Table 4 under paragraph 7.1 of the Terms of Reference		
4.	Submission of the bidder's financial proposal (including a duly completed and signed <b>WCBD 3.3</b> form (Pricing Schedule) and valid B-BBEE certificate) must be sealed.	Item 7.1.3 of Table 4 under paragraph 7.1 of the Terms of Reference		
5.	Submission of duly completed and signed <b>WCBD 4</b> form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination), with all information and documentation required in terms thereof.	Item 7.1.4 of Table 4 under paragraph 7.1 of the Terms of Reference		
6.	Submission of duly completed and signed <b>WCBD 6.1(b) form (Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022)</b> , with all information and documentation required in terms thereof.	Item 7.1.5 of Table 4 under paragraph 7.1 of the Terms of Reference		
7.	Where applicable, <b>any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement</b> , as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised	Item 7.1.6 of Table 4 under paragraph 7.1 of the Terms of Reference		

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	<p>that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract(s) contemplated herein. <b>No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid.</b></p> <p>Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that:</p> <ul style="list-style-type: none"> <li>• The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; and</li> <li>• All standard bidding forms (i.e. WCBD 1 to be completed in the name of the joint venture / consortium WCBD 4 must be completed for each member firm of the joint venture/consortium and the WCBD 6.1 in the name of the joint venture /consortium.</li> </ul> <p>Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such member firms.</p> <p><b>The WCG reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa). Failure by a preferred bidder to provide same within a period stipulated by the WCG shall</b></p>			

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	<b>disqualify the bid submitted by that preferred bidder.</b> These requirements are not applicable to bidders that are not bidding as a consortium or joint venture. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture.			
8.	<b>Submission of a technical proposal</b> containing examples of previous work done not older than 6 years related to technical competencies design by providing a Company Overview and Profile, understanding of WCG requirements as it relates to the required services described in paragraph 6 above also illustrating how the services are to be delivered, experience of the Executive Management Team and samples of technical competency frameworks to demonstrate that it is able to meet the Service Requirements under paragraph 6 above.	Item <b>7.1.7</b> of Table 4 under paragraph 7.1 of the Terms of Reference		
9.	A <b>minimum of 3 (three) comparable contactable references</b> , listed on Contactable References List ( <b>Annexure D</b> ) together with either the required reference letters or the required sworn affidavits (using the template provided in <b>Annexure F</b> ), as the case may be, in line with the requirements set out in the Terms of Reference.	Item <b>7.1.8</b> of Table 4 under paragraph 7.1 of the Terms of Reference		
10.	Each bid must contain a <b>list of resources that conforms in all material respects to the resource matrix set out in Annexure G and that is responsive to the requirements set out in paragraph 6.4 above.</b> All resources required to deliver the required services as per the scope of service and deliverables set out in section 6 above must be listed in Annexure G. This list must contain the full name, role and years of relevant experience. Each bid must <b>at least contain the minimum number of resources determined per resource role</b> (as specified in paragraph 6.4.3 above) and must not include the same resource for more than one resource role.	Item <b>7.1.9</b> of Table 4 under paragraph 7.1 of the Terms of Reference		

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	This list must be accompanied by 1 (one) detailed Curriculum Vitae (CV) for each resource role cited in Annexure G, citing the resource's relevant past experience detailing the duties performed as it relates to the services described herein together with copies of qualifications for the resources required per role.			
	<b>Conditions of Contract (Phase 1(b))</b>			
11.	Submission of a completed and signed copy of Table 5 under paragraph 8.1 of the Terms of Reference indicating acceptance of all conditions of contract set out therein.	Items of Table 5 under paragraph 8.1 of the Terms of Reference.		

# **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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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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22. Penalties
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27. Settlement of disputes
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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.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

<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 Programme (NIP)</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)