

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	SCM002/2022	CLOSING DATE: 27 SEPTEMBER 2022		CLOSING TIME: 11:00			
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND PROVIDE A COMPETENCY ASSESSMENT FRAMEWORK FOR SALARY LEVELS 1-12; INVESTIGATE AND RECOMMEND APPROPRIATE EMOTIONAL INTELLIGENCE AND INTERGRITY ASSESSMENT TOOLS TO BE INCLUDED IN THE ASSESSMENT BATTERY FOR SMS MEMBERS IN THE PUBLIC SERVICE.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Batho Pele House,							
546 Edmond Street,							
(C/O Hamilton Street),							
Arcadia							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane			CONTACT PERSON	Hlamalani Mavasa		
TELEPHONE NUMBER	012 336 1126/1389			TELEPHONE NUMBER	012 336 1292		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS				E-MAIL ADDRESS	Hlamalani.Mavasa@dpsa.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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 PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: SCM002/2022

CLOSING TIME 11:00

CLOSING DATE... 27/09/2022

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

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A COMPETENCY FRAMEWORK FOR SALARY LEVELS 1-12; INVESTIGATE AND RECOMMEND APPROPRIATE EMOTIONAL INTELLIGENCE AND INTERGRITY ASSESSMENT TOOLS TO BE INCLUDED IN THE ASSESSMENT BATTERY FOR SMS MEMBERS IN THE PUBLIC SERVICE.**

BID PRICE IN RSA CURRENCY

NO

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

Name of Bidder:

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-ontractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

Have you submitted a proof of registration on the Central Supplier Database (CSD) with National Treasury?	YES	NO
In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)	YES	NO
Is the SBD 6.1 form fully completed and signed by the duly authorized person? (Failure to sign the SBD 6.1 will result in the invalidation of your bid)	YES	NO
Are the following forms fully completed and signed? 1. SBD 1 2. SBD 3.3 3. SBD 4 4. SBD 6.1		

.....
Signature

.....
Date:



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO:

- **DEVELOP A COMPETENCY ASSESSMENT FRAMEWORK FOR SALARY LEVELS 1 – 12**
- **INVESTIGATE AND RECOMMEND APPROPRIATE EMOTIONAL INTELLIGENCE AND INTEGRITY ASSESSMENT TOOLS TO BE INCLUDED IN THE ASSESSMENT BATTERY FOR SMS MEMBERS IN THE PUBLIC SERVICE**

1. PURPOSE

- 1.1 The Department of Public Service and Administration (DPSA) through these Terms of Reference intends to invite bids from service providers to develop a competency assessment framework for salary levels 1 -12 in the Public Service, and to investigate and recommend appropriate Emotional Intelligence and Integrity assessment psychometric tools to be included in the assessment battery for Senior Management Service.

2. INTRODUCTION AND BACKGROUND

- 2.1 On the 23 August 2000, Cabinet approved a package of measures aimed at reforming the Senior Management Service (SMS) in the Public Service. These measures are aimed at improving the State's ability to recruit, retain and develop competent Senior Managers. The Department of Public Service and Administration (DPSA) has prescribed competency assessment tools which are implemented in all National and Provincial Departments.
- 2.2 Over the years, competency assessment practice has been institutionalised as part of the recruitment and developmental process for senior managers. This assessment practice is based on the generic managerial competencies that are outlined in Chapter 5 of the Senior Management Service (SMS) Handbook. Further to the current SMS competency battery used to assess the competencies of SMS members before appointment, Cabinet has recommended that assessment of Emotional Intelligence and Integrity assessment need to be included when assessing competencies of senior managers.
- 2.3 The National Development Plan (NDP) has identified that competency assessment practice needs to be implemented across all salary levels as it is the case for senior managers in the Public Service. Since the release of the NDP, a call has been made to have a similar practice of competency

assessments for employees on salary levels 1-12. Therefore, there is a need for the development of a competency assessment framework for employees on salary levels 1-12. The purpose of this competency assessment framework is to guide departments on how they can better assess the competencies of employees on salary levels 1-12 before appointments, and to determine developmental needs where necessary.

- 2.4 In this regard, the DPSA wishes to appoint a service provider who will develop a competency assessment framework for salary levels 1 – 12 and also investigate and recommend appropriate Emotional Intelligence and Integrity assessment tools to be included in the current assessment battery for senior managers in the Public Service. The envisaged assessment framework will assist departments to have a common approach when conducting competency assessments for employees on salary levels 1-12.

3. OBJECTIVES OF THIS ASSIGNMENT

- 3.1 The main objective of this work is to develop a competency assessment framework for salary levels 1 – 12 that will guide departments on the implementation of competency assessment in a uniform way. It is further expected that the service provider will investigate and recommend tools that will assess emotional intelligence and integrity of the SMS members.

4. BID OUTPUT/DELIVERABLES

- 4.1 The following are deliverables for emotional intelligence and integrity assessment for senior managers:
- a) Investigate and recommend appropriate Emotional Intelligence (EQi) and Integrity Psychometric assessment tools to be included in the assessment battery for senior managers.
 - b) Engage with Psychometric test developers on the use of the identified relevant EQi and Integrity assessment tools as part of the assessment batteries and the pricing thereof. An expectation is that there needs to be an indication of the psychometric properties of these tools and their appropriateness for use in the Public Service and the tools should have an online/virtual capacity.
- 4.2 The following are deliverable for Competency Assessment Framework for salary levels 1-12:
- a) Identify and recommend assessment methodologies appropriate to assess competencies of employees on salary levels 1-12.
 - b) Provide an overall assessment process to guide departments in the development of their own competency assessment requirements for positions on salary levels 1-12.
 - c) Develop and provide a competency assessment framework that will guide departments in developing their internal assessment capacity which will ensure uniformity of practice across the Public Service.

5. STATUS OF COMPETENCY ASSESSMENTS IN THE PUBLIC SERVICE

- 5.1 Currently, only assessment of senior managers is compulsory during recruitment to determine development gaps as mandated through various legislative prescripts issued by the DPSA, for assessing generic managerial competencies as guided by the competency framework for SMS. There is a prescribed assessment battery that is currently used for senior managers, which consists of competency assessment simulation exercises and psychometric instruments as determined by the DPSA. This assessment battery needs to be strengthened to provide for the assessment of emotional intelligence and integrity dimensions through the identification of relevant tools that will be cost effective for the Public Service. The appointed service provider will be provided with the current SMS battery for easy reference.
- 5.2 The current SMS assessment practice is pen and paper based, and therefore the DPSA would like to move towards a virtual/online platform. In this regard, the recommended assessment tools/ battery need to have an online/virtual capacity. Therefore, the identified and recommended emotional intelligence and integrity assessment tools should be in the way that will be convertible to online/virtual assessments with ease.

6. PROJECT APPROACH/METHODOLOGY AND PROJECT PLAN

6.1 Project design and approach/ methodology

- 6.1.1 The service provider must develop an applied methodological approach and tools that respond to the scope of work and determine the appropriate research design and applicable instrument:
- a) extent to which the design concept reflects the objectives noted in this bid;
 - b) use of knowledge base of research methodology, education and training, capacity development, critical thinking, analytical and synthesis skills relevant to the task, and use of evidence appropriately to inform findings and recommendations of the relevant framework and assessment tools; and
 - c) data collection methods, sources of information/documentation, research sources and literature clearly indicated and relevant to the scope of work.

6.2 Project plan

The required contents and proposal structure from the service provider need to be structured as follows:

- a) understanding of the assessment practice in the South African Public Service.
- b) approach, design and methodology for the project including the identification of psychometric properties of identified tools.
- c) activity-based project plan which is clearly costed, such must be detail in nature and include all costs related to travel, incidental costs, etc.
- d) competence of the service provider in the work of a similar nature.

- e) team members who will participate in the project, indicating their roles and responsibilities.
- f) an indication of the quality assurance plan (which will assist in ensuring that the process and products are of good quality to be utilised in the Public Service).
- g) a detailed proposal with a project plan highlighting an understanding and knowledge of the competency assessment framework and psychometric assessment tools.
- h) project plan detailed and indicating timeframes, activities, quality assurance measures and budget.

7 ESTIMATE COST FOR THE PROJECT

- 7.1 The cost of this project is estimated at / or below R500,000.00

8 TIME FRAME

- 8.1 This assignment is expected to take approximately six (6) months from the date of appointment. The Bidders to submit a detailed project implementation plan detailing the tasks, activities and target dates for the work to be undertaken with clear responsibilities.

- 8.2 The successful service provider will be required to enter in a Service Level Agreement with the Department.

9. COMPETENCIES OF PROSPECTIVE SERVICE PROVIDER

- 9.1 The prospective service provider is expected to have:
- a) A Bidder must have experience in the field of organisational development, and competency assessment framework development and assessment thereof;
 - b) Sound skills on the development of competency assessment frameworks and psychometric tools;
 - c) Extensive knowledge on the use of competency assessment tools across different performer levels;
 - d) Experience in project management especially in competency assessment frameworks, competency assessments, organisational development, and in human resource management and development terrain;
 - e) Extensive knowledge and experience of skills development legislation;
 - f) Sound knowledge and experience in reporting, communication, documentation and presentation;
 - g) Knowledge of statistical analysis and data modelling; and
 - h) Extensive research and analytical skills.

10. ADMINISTRATION

- 10.1 The service provider must be a registered entity or consortium of companies, with traceable credentials accompanied by the ability to assume the tasks as soon as the appointment is made.

11. CONFIDENTIALITY AND COPYRIGHT

- 11.1 Bidders will be expected to sign an Oath of Secrecy since they will be entrusted with confidential information which may not be disclosed to other parties except when required to do so by the Department of Public Service and Administration. All information relating to the services need to be treated/ kept as strictly confidential and adhere to all protocols as prescribed by the Health Professions Council of South Africa (HPCSA).
- 11.2 The Bidder will ensure that proper security procedures are implemented and maintained to restrict access of confidential information to the personnel involved in the services. Furthermore, the Bidder will also ensure that no confidential information is copied or reproduced without the DPSA's prior written approval. Copyright of the prescribed assessment framework or battery belong to the DPSA. The service provider is expected to protect the content and ideas as contained in the assessment battery. Information derived from this assignment will remain the property of the South African Public Service. This includes data gathering tools, raw data and all reports. Publication of any information resulting from this assignment is prohibited unless permission to quote the findings is approved by the DPSA.

12. QUALITY ASSURANCE

- 12.1 DPSA reserves the right to have the validity of the documents submitted by the services provider verified. If, as a result of the inspection or examination, DPSA decides that the services or any part thereof is defective or otherwise not in accordance with the bid and service level agreement, the department may reject such work and will notify the service provider in writing stating its reasons. The service provider will then make good the defect and ensure that rejected work complies with the bid specifications and service level agreement. Should such rejection cause the service provider to incur additional costs, the DPSA will not be responsible for such costs.

13. PERFORMANCE OF SERVICES

- 13.1 The successful service provider/s will exercise all reasonable skills, care and diligence in the discharge of obligations in terms of the duties allocated and will perform all services in accordance with the highest ethical standards consistent with their specific profession and applicable to the objectives of the Public Service.
- 13.2 If for any reason the service provider/s find themselves incapable of undertaking and completing the services as prescribed, they will notify the department and Chief Director: Human Resource Development at DPSA immediately, stating the full reasons in writing.

14. SUBMISSION OF THE PROPOSAL

- 14.1 The service provider should prepare an offer/proposal on how the assignment will be undertaken, a clear work plan, budget and curriculum vitae of the expert(s). The proposal must be concise and straight to the point adhering to the timeframe defined under Section 8.

15. BUDGET AND COSTING OF THE PROJECT

- 15.1 This assignment must clearly indicate all the cost elements which will be involved. The price should be quoted in South African Rands (ZAR), with all aspects of the steps to be costed. A cost analysis must be given to cover the full project amount. The proposed project pricing must be all-inclusive (i.e. including professional fees, travel expenses, disbursements, any other specified related cost and VAT). A breakdown of rates on any of the items priced must be provided. Incidental costs shall be in line with the National Treasury Instruction Note 1 of 2013/14. Expenditure incurred without the prior approval will not be reimbursed. The DPSA reserves the right to negotiate the selection/prioritisation of deliverables in line with the contract price.

16. QUALIFICATION OF STAFF

- 16.1 The personnel who will be assigned with this project should have a Master's degree in Psychology and at least 5 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA. A two page Curriculum Vitae (CVs) and certified copies of qualifications to be attached to the proposal. Proof of SAQA evaluation must be provided in the case of foreign qualifications. Service Providers are required to ensure that all information pertaining to qualifications have been verified. Should it be found that a Service Provider has not been honest in respect to its personnel, such a Bidder may be disqualified. The DPSA shall accept that the certified copies of the professional registration and qualifications as submitted are true and have been verified by the service provider.

17. EXPERIENCE OF A BIDDER IN THE DEVELOPMENT OF COMPETENCY ASSESSMENT FRAMEWORKS AND THE DEVELOPMENT OF ONLINE ASSESSMENTS

- 17.1 Proven experience as a company in respect to the development of competency assessment frameworks. A bidder must have a minimum of 3 years' experience in the development of competency assessment frameworks. Bidders must have 3 years' experience in skills development and the development of online assessments.

18. EXPERIENCE OF A BIDDER IN INVESTIGATING AND RECOMMENDING APPROPRIATE EMOTIONAL INTELLIGENCE AND INTEGRITY ASSESSMENTS TOOLS FOR SENIOR MANAGERS.

- 18.1 A bidder must have a minimum of 3 years' experience in investigating and recommending appropriate emotional intelligence and integrity assessments tools which are cost effective.

19. TRACK RECORD AND REFERENCES

- 19.1 The Bidder(s) must, to the satisfaction of the DPSA demonstrate that they have successfully developed competency assessments frameworks for large organisations and identification of emotional intelligence and integrity assessment tools for senior managers. For this purpose, the Bidder must provide at least two (2) sample project reports of previous work in similar project and references for current and past development of competency assessment frameworks and identification of emotional intelligence and integrity assessment tools to be included in assessing senior managers. The size, industry and products of these customers must be described as well as the types of services provided.
- 19.2 References: submission of at least three (3) or more reference letters of similar work conducted containing the following information:
- a) Name of the project and company;
 - b) Nature of work conducted;
 - c) Date of when project was undertaken; and
 - d) Duration of the project.
- 19.3 Reference letters must be on company letter head of the serviced organisation, with a signature and date from the relevant official from such an organisation. The bidders must submit at least two (2) research report samples of the previous work in similar project.

20. EVALUATION OF BIDS AND CRITERIA FOR EVALUATION

- 20.1 All proposals will be evaluated in terms of a three (3) phase process which will be Mandatory submission requirements, functionality and price and B-BBEE. All bid proposals received will be subjected to a pre-qualification process to determine compliance with **mandatory submission requirements** listed in **Part B, paragraph 2.4** of this Terms of Reference.
- 20.2 **First phase:** Compliance with the provision of the Mandatory submission requirements as per Part B, paragraph 2.4. Failure to provide any of the listed Mandatory submission requirements will result in disqualification and not considered for further evaluation.
- 20.3 **Second phase:** Functionality evaluation. This evaluation will be based on the functional proposal submitted. The minimum qualifying threshold on functionality is **75 points**. All bidders who score less than 75 points out of 100 points will not be considered. Bids that will score 75 points and above during the functionality evaluation will be considered for second phase of evaluation.
- 20.4 Each panel member will rate each individual criterion on a score sheet using the above scoring guideline.
- 20.5 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- 20.6 This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 75 percent for functionality will be evaluated and scored in terms of pricing and Broad-based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework Act, Act 5 of 2000 and the Preferential Procurement Regulations of 2017.
- 20.7 A proposal not meeting a minimum score of 75 percent for their technical proposal will not be considered further.
- 20.8 **Third phase:** Price and B-BBEE status contribution level. During this phase, all bids that score 75 points and above during functionality evaluation will be considered. Points will be calculated for price and B-BBEE status contribution level in accordance with the amended PPP Regulations pertaining to Preferential Procurement Policy Framework Act, No 5 of 2000 that came into effect on 7 December 2011 and the Preferential Procurement Regulations, 2017.
- 20.9 In terms of Regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
- The lowest price (maximum 80 points).
 - Broad-based black Economic Empowerment (maximum 20 points).
- 20.10 The following formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 000 000:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

20.11 **Broad-based Black Economic Empowerment and/or subcontracting with a Broad-based Black Economic Empowerment**

- 20.11.1 A maximum of 20 points may be awarded to a bidder who meets requirements for Broad-based Black Economic Empowerment and/or subcontracting with a Broad-based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid, the maximum number of Broad-based black Economic Empowerment status points that could be allocated are indicated in the table below.

B-BBEE level of contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

20.11.2 Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant Service Providers.

20.11.3 The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.

20.11.4 Bidders are requested to complete the various preference claim forms in order to claim preference points.

20.11.5 Only a bidder who has fully completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.

20.11.6 Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.

20.11.7 Points scored will be rounded off to the nearest 2 decimals.

20.11.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids have equal points, including equal preference points for B-BBEE, the bidder scoring the highest points for functionality will be awarded the bid. In the event that two or more bidders are equal in all respects, the award shall be decided by drawing of lots.

20.11.9 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

20.12 NB: Bidders must submit their bid proposal in a sealed envelope/file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope/ file.

20.13 Functionality evaluation points will be allocated using the table below.

Functionality evaluation

No.	Functionality	Weight										
1	Proposed methodology and approach to achieve required outputs as indicated in paragraph 6 <table><tr><td>1</td><td>Failed to align the proposed methodology with the required outputs of the project.</td></tr><tr><td>2</td><td>The proposed methodology and approach is a verbatim repeat of the ToR.</td></tr><tr><td>3</td><td>The methodology and approach includes the exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.</td></tr><tr><td>4</td><td>The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the Terms of Reference (ToR) and touches on anticipated risks, challenges and mitigating strategies.</td></tr><tr><td>5</td><td>The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.</td></tr></table>	1	Failed to align the proposed methodology with the required outputs of the project.	2	The proposed methodology and approach is a verbatim repeat of the ToR.	3	The methodology and approach includes the exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.	4	The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the Terms of Reference (ToR) and touches on anticipated risks, challenges and mitigating strategies.	5	The methodology and approach includes a high level exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.	15
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2.	Experience of a bidder in the development of competency assessment frameworks and the development of online assessments as indicated in paragraph 17.	25										
2.1	Experience of a bidder in development of competency assessment frameworks <table><tr><td>1</td><td>3 years' experience in the field</td></tr><tr><td>2</td><td>4 years' experience in the field</td></tr><tr><td>3</td><td>5 years' experience in the field</td></tr><tr><td>4</td><td>6 to 8 years' experience in the field</td></tr><tr><td>5</td><td>More than 9 years' experience in the field.</td></tr></table>	1	3 years' experience in the field	2	4 years' experience in the field	3	5 years' experience in the field	4	6 to 8 years' experience in the field	5	More than 9 years' experience in the field.	15
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2	4 years' experience in the field											
3	5 years' experience in the field											
4	6 to 8 years' experience in the field											
5	More than 9 years' experience in the field.											

2.2	Experience of a bidder in the development of online assessments	10										
	<table><tr><td>1</td><td>3 years' experience in development of online assessments</td></tr><tr><td>2</td><td>4 years' experience in development of online assessments</td></tr><tr><td>3</td><td>5 years' experience in development of online assessments</td></tr><tr><td>4</td><td>6 to 8 years' experience in development of online assessments</td></tr><tr><td>5</td><td>More than 9 years' experience in development of online assessments</td></tr></table>	1	3 years' experience in development of online assessments	2	4 years' experience in development of online assessments	3	5 years' experience in development of online assessments	4	6 to 8 years' experience in development of online assessments	5	More than 9 years' experience in development of online assessments	
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3	Experience of a bidder in investigating and recommending appropriate emotional intelligence and integrity assessments tools for senior managers as per paragraph 18.	20										
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5	More than 9 years' experience in the field.											
4	Qualification of staff and years of experience in developing competency assessment framework, investigating and recommending appropriate emotional intelligence and integrity assessments as indicated in paragraph 16	15										
	<table><tr><td>1</td><td>A Master's degree in Psychology and at least 5 years' experience in the field of competency assessment, the use of psychometrics tools and registered with HPCSA</td></tr><tr><td>2</td><td>A Master's degree in Psychology plus 6 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.</td></tr><tr><td>3</td><td>A Master's degree in Psychology plus 7 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.</td></tr><tr><td>4</td><td>A Master's degree in Psychology plus 8 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.</td></tr><tr><td>5</td><td>A Master's degree in Psychology plus 9 or more years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.</td></tr></table>	1	A Master's degree in Psychology and at least 5 years' experience in the field of competency assessment, the use of psychometrics tools and registered with HPCSA	2	A Master's degree in Psychology plus 6 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.	3	A Master's degree in Psychology plus 7 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.	4	A Master's degree in Psychology plus 8 years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.	5	A Master's degree in Psychology plus 9 or more years' experience in the field of competency assessment, the use of psychometric tools and registered with HPCSA.	
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5	Writing and communication and track record and references	25										
5.1	Writing and communication	10										
	<table><tr><td>1</td><td>Two (2) sample project reports of previous work in similar project provided.</td></tr><tr><td>2</td><td>Three (3) sample project reports of previous work in similar project(s) provided.</td></tr><tr><td>3</td><td>Four (4) or more sample project reports of previous work in similar project(s) provided.</td></tr><tr><td>4</td><td>Five (5) or more sample project reports of previous work in similar project(s) provided.</td></tr><tr><td>5</td><td>Six (6) or more sample project reports of previous work in similar project(s) provided.</td></tr></table>	1	Two (2) sample project reports of previous work in similar project provided.	2	Three (3) sample project reports of previous work in similar project(s) provided.	3	Four (4) or more sample project reports of previous work in similar project(s) provided.	4	Five (5) or more sample project reports of previous work in similar project(s) provided.	5	Six (6) or more sample project reports of previous work in similar project(s) provided.	
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4	Five (5) or more sample project reports of previous work in similar project(s) provided.											
5	Six (6) or more sample project reports of previous work in similar project(s) provided.											
5.2	Track record and references as indicated in paragraph 19	15										
	<table><tr><td>1</td><td>Record of written references (as a company) in providing a service of this nature and magnitude from 3 organisations</td></tr><tr><td>2</td><td>Record of written references (as a company) in providing a service of this nature and magnitude from 4 organisations</td></tr><tr><td>3</td><td>Record of written references (as a company) in providing a service of this nature and magnitude from 5 organisations</td></tr><tr><td>4</td><td>Record of written references (as a company) in providing a service of this nature and magnitude from 6 organisations</td></tr><tr><td>5</td><td>Record of written reference from 8 or more organisations</td></tr></table>	1	Record of written references (as a company) in providing a service of this nature and magnitude from 3 organisations	2	Record of written references (as a company) in providing a service of this nature and magnitude from 4 organisations	3	Record of written references (as a company) in providing a service of this nature and magnitude from 5 organisations	4	Record of written references (as a company) in providing a service of this nature and magnitude from 6 organisations	5	Record of written reference from 8 or more organisations	
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4	Record of written references (as a company) in providing a service of this nature and magnitude from 6 organisations											
5	Record of written reference from 8 or more organisations											
	Total weighting of the qualitative aspects	100										

21. CANCELLATION

- 21.1 The DPSA reserves the right to cancel any contract if the successful bidder fails to adhere to the conditions of the respective contract, in which case payments due in terms of the agreement will be forfeited by the service provider.
- 21.2 In the event of termination of the contract/service level agreement for whatever reason, the successful Bidder shall deliver on demand and without the right of retention, all documents and information gained in terms of this agreement to the DPSA.

21. ENQUIRIES:

For bid enquiries kindly contact: Ms Lorraine Masenya @ 012 336 1126
For technical enquiries kindly contact: Ms Hlamalani Mavasa @ 012 336 1292

PART B: GENERAL SUBMISSION CONDITIONS, INFORMATION AND INSTRUCTIONS

Bidders must take note of the following conditions and instructions:

1. ISSUER

The Department of Public Service and Administration issues this request.

2. PREPARATION OF BIDS/MANDATORY REQUIREMENTS

- 2.1 As indicated earlier, the intention is to appoint a service provider to develop a competency assessment framework for salary levels 1 – 12 in the Public Service, and to identify and recommend appropriate EQi and Integrity assessment tools to be included in the assessment battery for senior managers. Psychometric properties of the identified tools must be clearly indicated and their appropriateness for use in the Public Service outlined.
- 2.2 A Bidder submits single response/proposal to the Bid. The Bidder must in this response respond fully to the request for information noted in the Bid. As a minimum, each item must be responded to as prescribed. (Also, refer to the framework provided for responses elsewhere in the Bid). A Bidder may provide additional information on relevant items.
- 2.3 Bid documents will be checked for completeness, incomplete bid documentation will not be considered. A bid may be rejected if all relevant forms are not completed and signed as specified, and if all the required documents are not submitted.
- 2.4 The following must be in your bid proposal (Mandatory submission requirements)
 - 2.4.1 All bid proposals received will be subjected to a pre-qualification process to determine compliance with mandatory submission requirements and the following will form part of the check list for pre-qualification:
 - (a) Bidders are required to submit seven (7) copies of their bid, i.e. one (1) original and six (6) copies;
 - (b) The company profile detailing relevant experience;
 - (c) A detailed project approach and project implementation plan ((Refer to functional evaluation criteria 1 for scoring purposes) ;
 - (d) Abridged CV (a maximum of 2 pages), including certified copies of qualifications and proof of registration with HPCSA;
 - (e) Three (3) or more written reference from previous clients; (Refer to functional evaluation criteria 5.2 for scoring purposes)
 - (f) At least Two (2) samples of project reports (Refer to functional evaluation criteria 5.1 for scoring purposes).
 - (g) Full completed and signed Standard Bidding Documents (SBD Forms)
 - (h) Proof of registration on the Central Supplier Database with National Treasury.

- 2.4.2 Prospective bidders responding to this bid must be registered as a Service Provider on the Central Supplier Database (CSD). If a Service Provider is not registered on the CSD, such Provider should complete the registration process prior to submitting a proposal. Refer to <http://secure.csd.gov.za> to register as a Service Provider;

No bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.

All information provided in response to this bid will solely be used for evaluation purposes and will not be availed to any third party.

3. ACCEPTANCE/REJECTION OF BIDS

- 3.1 The DPSA reserves the right to accept or reject, wholly or in part, any of the proposals submitted in response to this Bid within its sole discretion and having due regard to any applicable legislation or regulations.
- 3.2 The Bidder/s whose proposal are accepted will be required, respectively, to enter into an agreement with the DPSA relating to the development of an assessment framework for salary levels 1-12 and identification of EQi and Integrity Psychometric assessment tools to be included in the SMS assessment battery.
- 3.3 The terms and conditions of this Bid and the selected proposal(s) will be incorporated into the agreements as part of the contractual obligations of the successful Bidder, it being specifically provided that the respective Bidder will be bound by any statements and representations made in its proposal. Failure by any of the successful Bidder(s) to accept the terms and conditions contained in this Bid and the submitted proposal, or a failure by the parties to conclude the required agreements by the date stipulated will entitle the DPSA to cancel the agreement without prejudice to any rights or claims for damages which it may have. DPSA will not have any obligation whatsoever vis-à-vis the Bidder/s should the award of the contract be so terminated.

4. PRESENTATION

- 4.1 A Bidder may be expected to make a presentation of a maximum of 20 minutes to the Bid Evaluation Committee who will evaluate the Bid. The Bidder should also be able to answer questions related to any aspect related to the bid.
- 4.2 The DPSA will notify the Bidder of the date and venue or mode where the presentation will take place should such be required.

5. SUBMITTING BIDS

- 5.1 Bidders are required to submit seven (7) copies of their bid, i.e. one (1) original and six (6) copies. Bidders must clearly indicate on the cover of each document whether it is the original version or a copy. The original version must be signed in ink. No electronic signatures will be accepted. Failure to comply with these requirements will result in disqualification and exclusion from further evaluation. The above will become the property of the DPSA and shall not be returned.

Note: Bidders who fail to comply with the mandatory requirements will be disqualified and not considered for any further evaluation.

6. LATE BIDS

- 6.1 Bids received late will not be considered. Service providers are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.
- 6.3 Bids sent via any other means other than hand delivery shall be deemed to be received on the date and time of arrival at the DPSA premises.
- 6.4 Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to have been received late.

7. NEGOTIATION AND CONTRACTING

- 7.1 The content of this Bid, the selected proposal as well as service level agreements will be included as part of the contractual obligations of the successful Bidder/s, if a contract ensues. Failure of the successful Bidder to accept the obligations stated within the Bid and the submitted proposal, unless otherwise agreed to in writing by both the Bidder and the DPSA may result in cancellation of the contract.
- 7.2 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated person of both parties.

8. INTELLECTUAL PROPERTY

- 8.1 Copyright of all documents belongs to the DPSA. The successful bidder may not disclose any information, documentation or products to other clients without the written consent from the DPSA.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

- 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)