PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR					
BID NUMBER:	LAB 01/2025	CLOSING DATE:	20 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ASSESSMENT OF THE IMPACT, PRACTICE AND APPLICATION OF EQUAL PAY/REMUNERATION FOR WORK OF EQUAL VALUE FOR A PERIOD TWELVE (12) MONTHS.				
The bidders must be registered on the Central Suppler Database(CSD) and attaché such proof (i.e. MAAA number) **The successful bidder will be required to fill in and sign a written contract form (SBD7).**					

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

The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)

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					
	TCS PIN:		**OR**	CSD No:	
COMPANY CONTACT PERSON	NAMES AND SURNAME.....				

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**BIDDING INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF EMPLOYMENT AND LABOUR	**TECHNICAL CONTACT PERSON**	THAMI BIKITSHA/ HISKIA LUTHINGI
CONTACT PERSON	BELLAH GELEBE/ BOITUMELO ZULU / THEMBA MASEKO	TELEPHONE NUMBER	(012) 309 4716/4665
TELEPHONE NUMBER	(012) 309 4084/4943/4826	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	HQtenders@labour.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

IMPORTANT NOTE:

Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer`s profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: LAB 01/2025

CLOSING TIME 11:00 CLOSING DATE: 20 OCTOBER 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(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.....

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

Bid No.: .....

Name of Bidder: .....

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

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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 2022

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage owned by black women: Ten (10) points will be calculated to 100%, for 50% Plus ownership by black women Scale	**10**	
Historically disadvantage individual: Ten (10) points will be calculated to 100%, for 50% ownership by HDI's	**10**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR ASSESSMENT OF THE IMPACT, PRACTICE AND APPLICATION OF EQUAL PAY/REMUNERATION FOR WORK OF EQUAL VALUE FOR A PERIOD OF TWELVE (12) MONTHS

FOR THE

DEPARTMENT OF EMPLOYMENT AND LABOUR

CONFIDENTIAL

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INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

To explore and measure the impact of legislation, policy and practice in relation to Equal Pay/Remuneration for Work of Equal Value whilst also exploring its application and dispute resolution.

1.2. BACKGROUND

1.2.1. International and Regional instruments on equal pay

Discrimination and inequality had also been a global challenge for years exceeding a century to date. Internationally there had been efforts directed at ensuring social justice for workers, which include discrimination in general and pay inequality in particular, championed by the United Nations' (UN) agencies like the International Labour Organization (ILO). These institutions coordinated the adoption of several standards for this purpose.

Discrimination is unethical and inhumane as it deprives people in many ways, the UN committed to address it, starting with the establishment of the ILO to deal with ethical, humane working conditions and social justice as written in the preamble of its Constitution: "universal and lasting peace can be established only if it is based on social justice." (ILO, 1919). Furthermore, in 1944, the ILO adopted a Declaration commonly known as the Declaration of Philadelphia, which affirms that "all human beings, irrespective of race, creed or sex, have the right to pursue both their material well-being and their spiritual development in conditions of freedom and dignity, of economic security and equal opportunity." (ILO, 1944 - Declaration of Philadelphia). This Declaration was part of the ILO's Constitution.

The United Nations further showed commitment to fight injustices of discrimination and inequality by adopting the Universal Declaration for Human Rights (UDHR) in 1949, which all humanity has to observe and respect globally. While the UDHR calls to address various human rights, it covered the rights of workers and labour relation in its various articles. Specifically, the rights of workers to pay equality are clearly outlined in Article 23, which recognizes the significant right that every

worker is entitled to in terms of earning living wages that are fairly equal and free from discrimination as follows:

- ***"Article 23-***

1. *Everyone, without any discrimination, has the right to equal pay for equal work.*
2. *Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection." (UN, 1949, Article 23).*

The UDHR only elevated the already pronounced fundamental right of workers that the ILO had already started to champion for in its founding Constitution. The principle of Equal Pay for Work of Equal Value cannot be more emphasized as the ILO ensured through its many instruments/standards (Conventions and Recommendations). The ILO Instruments go as far back as 1951 and 1958 when the most fundamental instruments were adopted, viz the Equal Remuneration Convention (No.100) of 1951 and Discrimination (Employment and Occupation) Convention (No.111) of 1958, both of which ratified by South Africa in the years 2000 and 1997 respectively. These were followed by the adoption of Social Policy Convention (No. 117) of 1962. These instruments aimed to promote equality in more or less complementary ways as follows:

✓ Equal Remuneration Convention (No.100) of 1951:

Oelz, Olney & Tomei (2013) described Equal remuneration for men and women for work of equal value as a principle that is designed to achieve pay equity between men and women.

To them, Pay equity is about fairness in pay. While Equal Remuneration Convention promotes the implementation of equal remuneration, it also requires member States to promote and ensure the application to all workers, of the principle of equal remuneration for men and women workers for work of equal value. By 2013, around 90% of the ILO member states had ratified this Convention, Oelz et al (2013).

✓ Discrimination (Employment and Occupation) Convention (No.111) of 1958:

The purpose of the Discrimination (Employment and Occupation) Convention (No. 111) of 1958 is to protect all persons against discrimination at work. The Convention protects not only those who have already found employment or exercise an occupation, but also those who are preparing to work, seeking work, or risk losing their work. It covers all jobs and occupations in the public and private sectors. This instrument works in tandem with the other discrimination and equality instruments like the Convention 100 on equal pay.

✓ Social Policy Convention (No. 117) of 1962:

Through its Article 14, the Social Policy Convention further advances commitment to abolish all discrimination amongst workers on grounds of race, colour, sex, belief, tribal association or trade union affiliation in respect of "wage rates. All these shall be fixed according to the principle of equal pay for work of equal value in the same operation and undertaking". (ILO. 1962- Social Policy Convention).

Furthermore, implementation of measures to facilitate the abolition of discrimination, particularly wage discrimination, was enhanced in 1981 by the adoption of the Organization of African Unity African's Charter on Human and People's rights. The Charter made it clear in Article 15 that, "Every individual shall have the right to work under equitable and satisfactory conditions, and shall receive equal pay for work. (Organization of African Unity, 1981 – African Charter on Human and People's Rights).

Achieving discrimination and inequality in the workplace had been on the centre stage and attracting more attention in South Africa since the dawn of democracy, also resulting in several pieces of legislation enacted to address these problems from different perspectives. For almost 25 years (since Employment Equity Act of 1998 was passed), the country had been in the trajectory of reversing the imbalance caused by apartheid in the workplace.

All the measures taken by different role players above were aimed at abolishing and preventing discrimination through unequal pay. However, progress is sluggish.

1.2.2. South African Legal Framework on discrimination in general and pay discrimination in particular

As a player in the global space, South Africa participates in multinational bodies that play a role in advancing human rights, dignity and freedom. These bodies adopted standards aimed at ensuring and protecting human rights. Because of being a member of the United Nations and the International Labour Organization, South Africa Ratified several Conventions aimed at advancing human right and equality. These influenced its legislation in many ways as seen in the country being commended for having one of the best-crafted Constitutions in the world.

Regarding South Africa's measures to abolish discrimination in general and pay inequality in particular, the supreme law of the country, the South African Constitution passed in 1996 focusing on denouncing discrimination and workplace inequality in Sections 9 and 23 respectively. Chapter of Two (Bill of Rights) of the Constitution laid a foundation to put measures through law, to abolish discrimination. The Bill of rights listed all fundamental human rights that need to be observed, including the rights to equality and labour relations.

Several other pieces of the legislation took further the matters of discrimination and equality to cement the commitment for country implementation measures. These include the Employment Equity Act No.55 of 1998, which in Chapter II focuses on elimination of unfair discrimination in employment policies and practices. The Employment Equity Amendment Act (No.47) passed in 2013, in particular, sections 6(4) and 6(5) focused on the prohibition of unfair discrimination in relation to differences in terms and conditions of employment between employees of the same employer performing the same or substantially the same work or work of equal value that is directly or indirectly based on any one or more of the grounds listed in section 6(1) of the EEA.

In an effort to ensure that Pay Equality is also achieved in the country, South Africa further passed Employment Equity Regulations in 2014, followed by the Code of Good Practice on Equal Pay/Remuneration for Work of Equal Value, which was passed in 2015. The Code of Good Practice aims to assist in the promotion and practical implementation of the Equal Pay Principle that is embedded in the EEA.

The South African government also enacted the Promotion of Equality and Prevention of Unfair Discrimination Act (No. 4) of 2000 (PEPUDA) in the midst of policy measures developed within the Employment Equity Act. This piece of legislation (PEPUDA) was aimed at facilitating the transition from apartheid era, which treated people differently based on many attributes that make people differ from each other, e.g. race, gender, creed, disability etc. PEPUDA specifically aims to ensure transformation under the guidance of the principle of equality, fairness, equity, freedom amongst other principles.

Besides all these measures put in place in making sure that discrimination is denounced, prohibited and abolished where it exists, pay inequalities persist relentlessly. This necessitated the need to continue putting these matters at the centre of national policy. The reality however, is that discrimination and inequality continues to occur and create a cause for concern.

Even though the main causes of inequality and discrimination are generally known, having put in place all measures and efforts to level the field in terms of interventions like educational level, field of study, work experience, skills, qualifications, seniority, size of the company and sectors of employment, discrimination and inequality continue to take place. Amongst main causes, race and gender discrimination is found to be the main contributing factors to pay inequality. Other causes are mainly due to stereotypes and prejudices with regard to work undertaken by women. Due to a high concentration of women in flexible work, which includes part-time work or temporary work, women find themselves in poorly paid jobs and undervalued jobs, thus making them more vulnerable to pay inequality. Equal pay/remuneration for work of equal value is a good principle that can contribute to poverty reduction and therefore there are more benefits in abolishing and preventing discrimination.

1.2.3. Problem Statement

Despite having ratified the relevant conventions (Convention 100, Convention 111) and Recommendation 90, discrimination on pay inequality continues to be relentless. Besides the promulgation of the different pieces of legislation in the Country to eradicate discrimination and pay/remuneration inequality, such as the Country's Constitution, the EEA, the PEPUDA as well as Amendments of the Employment Equity Act, enacting the Employment Regulations and subsequently passing the Code of Good Practice on Equal pay/Remuneration, pay/remuneration inequality persists.

2. SCOPE OF BID

Through this terms of reference, the Department is inviting a **service provider** with **labour market research experience** for conducting research on the "Assessment of the impact, practice and application of Equal Pay/Remuneration for Work of Equal Value" for a period of **twelve (12) months.**

2.1. SCOPE OF WORK

2.1.1. Broadly, the study should focus on:

a) Assessing progress made since enacting Amendments to the Employment Equity Act of 2013 (EEA), Regulations 2 to 7 of 2014 and Code of Good practice on Equal Pay/Remuneration.

b) Assessing impact of the dispute resolutions in terms of the amendment Employment Equity Act of 2013 (EEA), Regulations 2 to 7 of 2014 and Code of Good practice on Equal Pay/Remuneration.

c) Challenges related to practical implementation and experience thereof (e.g. in ensuring objective and transparent Job Evaluation processes and pay grading systems); existence of remuneration and benefit policies and practices/ procedures; existence of Remuneration/ pay committees/ Boards; existence of transparency & disclosure of remuneration/ pay and benefits in contracts of employment prohibiting employees to share such information/ payslips; do companies conduct pay and benefits audits if any and the frequency of these pay audits; and are the Affirmative Action (AA) measures to address pay inequalities included in the EE Plan of designated employers.

2.1.2. Some of the specific questions are:

- ✓ What is the impact of EE legislation, regulations and policies to ensure the principle of equal pay/remuneration for work of equal value?
- ✓ What are measures taken to implement the principle- are the equal pay provisions in the EEA, EE Regulations and the Equal Pay Code adequate and effective?
- ✓ What are challenges faced by employers, workers and institutions expected to set wages- in relation to equal pay/remuneration for work of equal value?
- ✓ What are the experiences observed and the lessons learnt in implementing the principle, including dispute resolution?

2.1.3. Significance of the study:

The impact of the EEA especially on pay equality would be achieved if a better understanding of the challenges preventing the implementation of the principles of equal pay/remuneration for work of equal value are established and addressed. Articles in the Commission for Employment Equity (CEE) reports show that a number of workers lose equal pay/remuneration cases when disputes are referred to the CCMA and the labour courts, particularly on arbitrary grounds.

2.1.4. Deliverables:

- Proposal and project plan for conducting the study.
- Research methodology (approach).
- Research instruments (Questionnaires or Interview guide).
- A draft report on research findings and recommendations to strengthen the implementation of Equal Pay/Remuneration for wok of equal value in South Africa.
- A final report on research findings and recommendations to strengthen the implementation of Equal Pay/Remuneration for wok of equal value in South Africa.
- Six progress meetings with the CEE/Department.
- A maximum of five presentations of the final report to the CEE/Department/ Stakeholders.

3. EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Mandatory requirement evaluation	YES
Stage 3A	Technical Functionality evaluation	YES
Stage 3B	Price	YES

The bidder must qualify each stage to be eligible to proceed to the next stage of the evaluation.

3.1. STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION

3.1.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

(1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

(2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DEPARTMENT is unable to verify whether the pre-qualification requirements are met, then the DEPARTMENT reserves the right to –

a) Reject the bid and not evaluate it, or

b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

3.1.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

(1) **Submission of bid response**: The bidder has submitted a bid response documentation pack

a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;

b) in the correct format as the tender document issued, one (1) original document is required to be submitted in the tender box.

(2) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

(3) **Good Standing: If** required as a condition for the bid, the bidder **together with the sub-contractor** is to submit proof of good standing with the Department at the time of submission (CF), i.e. a letter that shows that the bidder is compliant with the CF

(4) The total Bidding price must be written correctly and in full failure to do so will invalidate the Bid.

(5) The price of the bid will be **firm** for the duration of the contract. As indicated on Standard Bidding Document (SBD) 3.3 and the bid pricing schedule.

(6) All Standard Bidding Documents forms submitted with the bid must be completed and signed. Failure to do so may invalidate the bid.

(7) Certified ID copies (not older than 3 months) of all team members, at the point of submission, failure to submit will result in the disqualification of the bidder.

(8) **A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.**

(9) Bidders must provide Central Supplier Database (CSD) summary report that has a compliant TAX status together with valid banking details.

(a) All company registration documents for the sub-contractor must be submitted.

(10) The COIDA certificate must be submitted and be valid at the day of closing.

(11) Bidder/s must comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA

(12) No late bids shall be accepted.

(13) Please note that any enquiries must be directed via e-mail and will only be responded to at **the compulsory briefing session**. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 working days before the closing date.

(14) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

(15) The bidder, by submitting their bid, acknowledges that the bid is held valid for a period 90 days from the closing date of the bid.

(16) The Department of Employment and Labour reserves the right to at any given time to request additional information for clarification purposes during the evaluation process of this bid.

Proposals should be submitted to:

Department of Employment and Labour,

Laboria House

215 Francis Baard Street,

Pretoria

0002

3.2. STAGE 2: MANDATORY REQUIREMENTS

3.2.1.INSTRUCTION

(1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLYING".

(2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the DEPARTMENT reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLYING".

(3) The bidder **must complete the declaration of compliance** as per section 3.2.3 below by marking with an "X" either "COMPLYING", or "NOT COMPLYING" with ALL of the mandatory requirements, failing which it will be regarded as "NOT COMPLYING".

(4) The bidder must comply with ALL the MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation. Failure to comply with the mandatory requirements will lead to the bid being disqualified.

3.2.2. MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (used to evaluate bid)	EVIDENCE REFERENCE (to be completed by bidder)
Project leader: A minimum of a Master's degree in either Human Resource, Finance, Business Management, Industrial relations, Economics, or related to remuneration of equal pay for equal value.	Certified certificate of degree (not older than six months).	
Team members:	Certified certificate of degree (not older than six months). Curriculum Vitaes reflecting working experience should be submitted for all team members.	

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (used to evaluate bid)	EVIDENCE REFERENCE (to be completed by bidder)
➢ At least one member must have a minimum of an Honours degree in Human Resource, Finance, Business Management, Industrial relations, Economics, or related to remuneration of equal pay for equal value. ➢ At least one member must have a minimum of 5 years' experience working in Remuneration.		
Minimum of three research projects conducted by the company in the field of labour legislation and or remuneration.	Three references from clients of previously completed research reports/ projects.	

The proposal must clearly indicate the project leader and the team members.

3.2.3. DECLARATION OF COMPLIANCE

	COMPLY	NOT COMPLY

The bidder declares by **indicating with an "X"** in either the "COMPLY" or "NOT COMPLY" column that –

(a) The bid complies with each and every MANDATORY REQUIREMENT as specified in SECTION 3.2.2 above; AND

(b) Each requirement specification is substantiated by evidence as proof of compliance.

STAGE 3 A: FUNCTIONALITY EVALUATION CRITERIA

3.2.4.FUNCTIONALITY

(a) Bids invited on the basis of functionality as a criterion must be evaluated in two stages.

(b) First functionality must be assessed and then in accordance with the 80/20 preference point systems.

(c) Only bids that achieve the minimum qualifying score of 70% for functionality will be evaluated further in accordance with the 80/20 preference point systems.

NB: (Bidders should score 70/100 points or more in order to qualify to move to the second phase of evaluation)

ITEM	EVALUATION CRITERIA	POINTS
BIDDER EXPERIENCE REQUIREMENTS ON UNFAIR DISCRIMINATION IN THE WORKPLACE IN EMPLOYMENT EQUITY.	Competence and extensive experience of the service provider in relation to on unfair discrimination in the workplace (provide proof in a reference letter). The proof of the research projects should be written in an official letterhead of the contractor. **0** - Less than three (3) projects **5** - Three (3) projects **10** - At least four (4) projects **Note:** The Department reserves the right to verify the information provided.	**0** | **5** | **10**

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ITEM	EVALUATION CRITERIA	POINTS			
BIDDER'S KNOWLEDGE ON REMUNERATION/EQUAL PAY FOR WORK OF EQUAL VALUE.	Demonstrate in-depth knowledge with regards to remuneration in line with legislation, policy and practice in relation to the scope of work. **0** - Poor **10** - Average **20** - Good **30** - Excellent	**0**	**10**	**20**	**30**
UNDERSTANDING OF THE SCOPE OF THE PROJECT	**Note:** The Department reserves the right to verify the information provided. Demonstrate detailed interpretation of the requirements of the Tender and a clear understanding of the scope of the project. **0** - Poor **10** - Average **20** - Good		**0**	**10**	**20**
METHODOLOGY	Clear and comprehensive methodologies for the proposed delivery of the project. **0** - Poor **10** - Average **20** - Good **30** - Excellent	**0**	**10**	**20**	**30**
PROJECT PLAN	Project plan and cost breakdown analysis outlining milestones for delivery of the project. **0** - Poor		**0**	**5**	**10**

ITEM	EVALUATION CRITERIA	POINTS
	5 - Average 10 - Good	
	Total points	**100**

3.2.5.STAGE 3B: PRICE AND SPECIFIC GOAL

PRICE AND SPECIFIC GOAL 80/20 EVALUATION:

a) The evaluation of the bid shall be based on the 80/20 reference points system as per PPPFA.

b) The breakdown of points is as follows:

PRICE POINTS	**80**
SPECIFIC GOALS	**20**
Total	**100 points**

Calculation of points for Specific Goals

Points will be awarded to a bidder for attaining Specific Goals in accordance with the table below:

SPECIFIC GOALS	**NUMBER OF POINTS (20)**
Percentage owned by black women:	10
Ten (10) points will be calculated to 100%, for 50% Plus ownership by black women	
Scale	
Historically disadvantage individual:	10
Ten (10) points will be calculated to 100%, for 50% ownership by HDI's	

Specific goals for Black Women ownership

50+% = 10 points
40 – 49% = 8 points
30 – 39% = 6 points
20 – 29% = 4 points
10 – 19% = 2 points

Specific goals for Historically Disadvantaged Individuals ownership

50+% = 10 points
40 – 49% = 8 points
30 – 39% = 6 points
20 – 29% = 4 points
10 – 19% = 2 points

4. SPECIAL CONDITIONS OF CONTRACT

4.1. INSTRUCTION

(1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, the Department reserves the right to include or waive the condition in the signed contract.

(2) the Department reserves the right to –

(a) Negotiate the conditions, or

(b) Automatically disqualify a bidder for not accepting these conditions.

(3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, the Department will invoke the rights reserved in accordance with subsection 4.1(2) above.

(4) The bidder must **complete the declaration of acceptance** as per section 4.9 below by marking with an **"X"** either "ACCEPT ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

4.2. SPECIAL CONDITIONS OF CONTRACT

(1) **CONTRACTING CONDITIONS**

(a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with the Department of Employment and Labour.

(b) **Right of Award.** The Department reserves the right to award the contract for required goods or services to multiple Suppliers including the right to not procure all or any of the items requested.

DELIVERY ADDRESS. The supplier must deliver the required services at the addresses referred to in Section 3.1.

(2) **Skills transfer.** Skills Transfer using workshops/information sessions to thirty (30) people on all phases (for example; a) literature review development, b) sampling for the study, and development of research instruments) for the project. This should also be costed as part of the project and provision for physical and online mode (hybrid).

(3) **Presentations to the department.** A maximum of five presentations should be done to the department and its stakeholders.

4.3. STANDARDS

(1) The relevant Governmental Legislations, Standards and Policies are to be adhered. Bidders are cautioned to ensure that they are fully aware of the POPI Act.

4.4. INVOICING

(1) The following procedures can be followed in order to ensure that invoicing is done correctly to the Department of Employment and Labour for services delivered on request:

(a) Invoices to be paid by the Department will be done within 30 days after the Department had received the invoice from the service provider.

(b) Where applicable S & T claims are governed by the Department of Employment and Labour's approved policy and rates.

(c) The Department of Employment and Labour will revise these costs as per Department of Treasury's instruction. Changes will be notified with supplier before the contract implementation date.

(d) The Department reserves the right to request proof for any S&T invoiced by the service provider.

4.5. LOGISTICAL CONDITIONS

(1) The Supplier must provide its own resources and responsible for all travelling cost when executing the project.

4.6. PERSONNEL SECURITY CLEARANCE

(1) The Supplier personnel who are required to work with sensitive information will be subjected to a Departmental security screening and vetting.

(2) The Supplier must ensure that the security status of all personnel involved in the Contract remains valid for the period of the contract.

4.7. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

(i) Neither Party shall disclose, announce or publish to any third party the fact of, or any confidential information, or any information concerning the conclusion of this Agreement or

the terms hereof without the prior written consent of the other Party, unless the confidential information:

(ii) Is required by law; or
(iii) To implement this Agreement; or
(iv) Is in the public domain; or
(v) Is information the receiving party independently developed; or
(vi) Is from a third party without restriction and without a breach of a duty of confidentiality.

4.8. INTELLECTUAL PROPERTY RIGHTS

(i) For the avoidance of doubt, it is hereby recorded that any Intellectual Property created prior to the date of this Agreement, shall vest exclusively with the Party or Parties who created same;

(ii) This Agreement does not transfer to the Receiving Party title to any Intellectual Property created prior to the date of this Agreement;

(iii) Any Intellectual Property derived, produced or developed by Service Provider expressly and exclusively for the Department shall vest in the Department;

(iv) The final research report of the study remains the property of the Department;

(v) This clause and clause 7 shall survive termination or cancellation of this Agreement.

4.9. DECLARATION OF ACCEPTANCE

		ACCEPT ALL	DO NOT ACCEPT ALL
(1)	The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 4 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2)	The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 4 above by -		
	(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
	(b) Provide reason and proposal for each of the conditions that is not accepted.		

Comments by bidder:
Provide reason and proposal for each of the conditions not accepted as per the format:
Condition Reference:
Reason:
Proposal:

5. COSTING AND PRICING

QUALIFICATION NOTICE

To safeguard the integrity of the bidding process, the technical and financial proposals should be submitted in separate sealed envelopes, as per "National Treasury: Supply Chain Management a guide for Accounting Officers / Authorities, 2004", section 5.9.4; therefore

All bid Pricing Schedules (including all the SBD Forms where price is indicated i.e. SBD 1, SBD 3.1, 3.2 and 3.3), as indicated in Section 5.4 bid pricing schedule must be submitted in a SEPARATE SEALED ENVELOPE, failing which the bid WILL BE DISQUALIFIED.

5.1. COSTING AND PRICING EVALUATION

5.1.1. ALL PRICING SCHEDULES MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, failing which the BID will be DISQUALIFIED.

5.1.2. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:

a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or

b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

5.1.3. This bid will be evaluated using the PPPFA preferential points scoring system accordingly.

5.1.4. The bidder must complete the declaration of acceptance as per section 5.3 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

5.1.5. Bidder will be bound by the following general costing and pricing conditions and Department of Employment and Labour reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between Department of Employment and Labour and the bidder. However, Department of Employment and Labour reserves the right to include or waive the condition in the Contract.

5.2. COSTING AND PRICING CONDITIONS

5.2.1. The bidder must submit the Pricing Schedule(s) as prescribed in section 5.4 as well as the relevant enclosed Standard Bidding Document SBD 3.1, 3.2 or 3.3.

5.2.2. SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

5.2.3. TOTAL PRICE

5.2.4. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.

5.2.5. The cost of delivery, labour, overtime, etc. must be included in this bid.

5.2.6. All additional costs must be clearly specified.

5.2.7. The pricing must be firm for the period of the proposal.

5.3. DECLARATION OF ACCEPTANCE

		ACCEPT ALL	DO NOT ACCEPT ALL
(1)	The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 5.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2)	The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 5.2 above by -		
(a)	Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b)	Provide reason and proposal for each of the condition not accepted.		

Comments by bidder:

Provide the condition reference, the reasons for not accepting the condition.

5.4. BID PRICING SCHEDULE

Note:

a) Bidder must complete the pricing as per table below (or as per the attached spreadsheet if applicable).

b) Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

5.4.1. SERVICE PRICING

NO	DELIVERABLE/OUTPUT DESCRIPTION	PRICE (VAT EXCL.)
1.		
2.		
3.		
4.		
5.	**SUBTOTAL (VAT Excl.)**	
6.	**VAT (15%)**	
7.	**SUBTOTAL (VAT Incl.)**	
8.	**BID TOTAL (VAT Incl.)**	

6. ENDORSEMENT

Endorsed by the Bid Specification Committee Chair:

Name: Mr. Thami Bikitsha

Date: 20/06/2025

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EQUAL PAY FOR WORK OF EQUAL VALUE SCORING SHEET - June 2025

ITEM	EVALUATION CRITERIA	POINTS
BIDDER EXPERIENCE REQUIREMENTS ON UNFAIR DISCRIMINATION IN THE WORKPLACE IN EMPLOYMENT EQUITY.	**Competence and extensive experience of the service provider in relation to on unfair discriminat in the workplace (provide proof in a reference letter). The proof of the research projects should written in an official letterhead of the contractor.** **0** - Less than three (3) projects **5** - Three (3) projects **10** - At least four (4) projects **Note:** The Department reserves the right to verify the information provided.	**0** **5** **10**

BIDDER EXPERIENCE REQUIREMENTS IN REMUNERATION/EQUAL PAY FOR WORK OF EQUAL VALUE.	**Demonstrate in-depth knowledge with regards to remuneration in line with legislation, policy practice in relation to the scope of work.** An excellent proposal should demonstrate in-depth knowledge of the following criteria; 1) Section 6(4) and 6(5) of Employment Equity Amendment Act (EEA) of 2013. 2) Regulations 2 to 7, 3) Code of Good Practice on Equal Pay/Remuneration for Work of Equal Value, 4) Practical knowledge on Job evaluation and Remuneration, 5) Knowledge and understanding of dispute resolution and case law in terms of section 10 and 11 of the EEA. **0 -** Poor - Proposal gets 0 points if it demonstrates no knowledge of all the criteria.	**0** **10** **20** **30**

	10 - Average - Proposal gets 10 points if it demonstrates knowledge of at least three of the criteria. **20 -** Good - Proposal gets 20 points if it demonstrates knowledge of at least four of the criteria. **30 -** Excellent - Proposal gets 30 points if it demonstrates in-depth knowledge of all five criteria.			
UNDERSTANDING OF THE SCOPE OF THE PROJECT	**Demonstrate detailed interpretation and a clear understanding of the scope of the project which comprises of the three main focus areas stated in section 2.1.1 of the TORs as follows:** 1) Assessing progress made since enacting Amendments to the Employment Equity Act of 2013 (EEA), Regulations 2 to 7 of 2014 and Code of Good practice on Equal Pay/Remuneration. 2) Assessing impact of the dispute resolutions in terms of the amendment Employment Equity Act of 2013 (EEA), Regulations 2 to 7 of 2014 and Code of Good practice on Equal Pay/Remuneration. 3) Challenges related to practical implementation and experience thereof. **0** - Poor - Proposal gets 0 points if it elaborates understanding of only one study focus area or part of the study focus areas; **10** - Average - Proposal gets 10 points if it elaborates understanding of at least two study focus areas; **20** - Good - Proposal gets 20 points if it provides in-depth elaboration and understanding of all three study focus areas.	**0**	**10**	**20**

METHODOLOGY	**Clear and comprehensive methodologies for the proposed delivery of the project.** **0** - Poor - Does not meet expectations of proposed methodologies for the delivery of the project. **10** - Average - Meets some but not all expectations of proposed methodologies for the delivery of the project. **20** - Good - Meets expectations of proposed methodologies for the delivery of the project. **30** - Excellent - Exceeds expectations of proposed methodologies for the delivery of the project. **Research methodology steps:** 1. **Research design/approach** can be qualitative, quantitative or combines both qualitative and quantitative designs. a) A proposal gets one (0) points if it does not mention anything about research design; b) A proposal gets 10 points if it lists one research design without explaining what it is and why it is relevant for the study; c) A proposal gets 20 points if it mentioned and elaborates on only one research design and explain its relevance to the study; d) A proposal gets 30 points if it mentioned and extensively elaborates combined designs. 2. **Identifying population and drawing the sample.** There are two sampling approaches, namely probability and non-probability, each one has several techniques within it. A good proposal will mention both sampling methods and elaborate their relevance and their relevant techniques stating how they will help answer the research questions. a) A proposal gets zero (0) points if it does not say anything about the population of the study and sampling approaches;	**0**	**10**	**20**	**30**

b) A proposal gets 10 points if it lists one sampling approach and subsequent techniques.
c) A proposal gets 20 points if it identifies the population and elaborate only one sampling approaches and its subsequent techniques.
d) A proposal gets 30 points if it identifies the population and elaborate on both sampling approaches and their subsequent techniques.

3. **Data collection:** This can be done through many techniques that fall within quantitative and qualitative designs. An excellent proposal will state these approaches and their relevant techniques, also mentioning types of data that can be used in research as **Primary and Secondary** data. Furthermore, stating how quality assurance would be done during this stage of research is an added advantage.

a) A proposal gets zero (0) points if it says nothing about data collection methods;
b) A proposal gets 10 points if it lists approaches **or** data collection techniques;
c) A proposal gets 20 points if it elaborates only one approach of data collection and related techniques, also discussing either primary and secondary data **or** quality assurance;
d) A proposal gets 30 points if it elaborates on qualitative and quantitative data collection approaches and their techniques, also discussing primary and secondary data as well quality assurance.

4. **Data analysis:** Is about how the collected data is going to be analysed to make sense out of it. An excellent proposal will state analysis of both qualitative and quantitative, as well as tools of analysing them such as software like STATA, SPSS for quantitative data analysis and for qualitative data tools like ATLAs-ti.

a) A proposal gets 0 (zero) points if it says nothing about data analysis tools it would employ.
b) A proposal gets 10 points if it elaborates on data analysis tools for one type of data, either qualitative **or** quantitative data.
c) A proposal gets 20 points if it lists data analysis methods and tools without elaboration;
d) A proposal gets 30 points if it extensively elaborates on data analysis tools it would employ for both qualitative and quantitative data.

	If evaluator A scores company Zebra 20 on design approach, 20 on sample, 30 on data collection and 10 on data analysis. Then this is divided by 4 and rounded.				
PROJECT PLAN	**Project plan and cost breakdown analysis outlining milestones for delivery of the project with the following as critical characteristics:** 1. Gantt Chart 2. Milestones of the project including a breakdown of the tasks leading to the milestones. 3. Costs of the project aligned to the milestones. 4. Management of risks in the project. 5. Practicality of the project in relation to the TOR timeline.				
	0	-	Poor - project plan gets zero (0) points if it has less than 2 characteristics of the project plan.	**0**	**5** **10**
	5	-	Average - project plan gets 5 points if it has 2 to 3 characteristics of the project plan.		
	10	-	Good - project plan has 10 points if it has 4 to 5 characteristics of the project plan.		
	If a project plan has less than 2 of the characteristics it gets 0 points. If plan has 2 to 3 characteristics of the project plan it gets 5, if a plan has 4 to 5 characteristics of the project plan it gets maximum points of 10.				
	Total points			**100**	

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5.Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.