



INVITATION TO BID: FMA 0005-2023/24

VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE

THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS TO SUBMIT PROPOSALS FOR THE PROCUREMENT OF THE DESIGN OF TECHNICAL COMPETENCIES FRAMEWORKS FOR THE WESTERN CAPE GOVERNMENT (WCG) FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

BID NUMBER: FMA 0005-2023/24

Contact person: Aayesha Davids

Date of advertisement: 4 August 2023

Closing Date and Time: 25 August 2023 at 11H00

Compulsory Briefing Session: Monday, 14 August 2023 @ 10H00
via Microsoft Teams (Online)

In order to participate, potential Bidders must ensure
that an e-mail address (representative) is sent to
John.vandervent@westerncape.gov.za
on or before the 10 August 2023 at 15H00.

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

Late bid offers shall not be admitted for consideration.

Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management official/s who will ensure that bid documents get deposited into the bid box before the closing date and time: John Van Der Vent and Kim-Leigh February – 021 483 2943 and 021 483 8213.

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

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

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

Or

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

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

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

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

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

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

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

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**PLEASE NOTE THAT THIS BID IS A 2 ENVELOPE SYSTEM AND THE BELOW LABELS
MUST BE USED WHEN SUBMITTING YOUR BID DOCUMENTS**

ENVELOPE ONE

**BID: FMA 0005-2023/24: THE DEPARTMENT OF THE PREMIER WISHES TO INVITE
POTENTIAL BIDDERS TO SUBMIT PROPOSALS FOR THE PROCUREMENT OF THE DESIGN
OF TECHNICAL COMPETENCIES FRAMEWORKS FOR THE WESTERN CAPE GOVERNMENT
(WCG) FOR A PERIOD OF 36(THIRTY-SIX) MONTHS**

THIS ENVELOPE CONTAINS THE COMPLETE BID DOCUMENT WITHOUT THE WCBD 3.3
(PRICING SCHEDULE), AND MUST PLEASE BE DEPOSITED IN THE BID BOX/POSTED IN
THE SAME MANNER

KINDLY INSERT THE NAME OF BIDDING COMPANY



ENVELOPE TWO

**BID: FMA 0005-2023/24: THE DEPARTMENT OF THE PREMIER WISHES TO INVITE
POTENTIAL BIDDERS TO SUBMIT PROPOSALS FOR THE PROCUREMENT OF THE DESIGN
OF TECHNICAL COMPETENCIES FRAMEWORKS FOR THE WESTERN CAPE GOVERNMENT
(WCG) FOR A PERIOD OF 36(THIRTY-SIX) MONTHS**

THIS ENVELOPE CONTAINS THE WCBD 3.3 (PRICING SCHEDULE), AND MUST PLEASE BE
DEPOSITED IN THE BID BOX/POSTED IN THE SAME MANNER

KINDLY INSERT THE NAME OF BIDDING COMPANY



NOTE: KINDLY CUT AND PASTE ON THE RELEVANT ENVELOPES

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PART A INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	FMA 0005 2023/24	CLOSING DATE:	25 August 2023	CLOSING TIME:	11:00AM
DESCRIPTION	THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS TO SUBMIT PROPOSALS FOR THE PROCUREMENT OF THE DESIGN OF TECHNICAL COMPETENCIES FRAMEWORKS FOR THE WESTERN CAPE GOVERNMENT (WCG) FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Kim-Leigh February / John Van Der Vent		CONTACT PERSON	Aayesha Davids	
TELEPHONE NUMBER	021-483-2943/ 021-483-8213		TELEPHONE NUMBER	021 466 9723	
E-MAIL ADDRESS	John.vandervent@westerncape.gov.za Kim-Leigh.February@westerncape.gov.za		E-MAIL ADDRESS	Aayesha.davids@westerncape.gov.za	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

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

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 THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB D7).**

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-FILED THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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February 2023



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

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

6. Definitions

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

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

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

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

"business interest" means -

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

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

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

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

Any person who directly or indirectly -

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

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

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"employee", in relation to –

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

"entity" means any –

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

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

"Family member" means a person's –

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

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

"Institution" means –

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

"Provincial Government Western Cape (PGWC)" means

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

"RWOEE" means –

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's –

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

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

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

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

[illegible]

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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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

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

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

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

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

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

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

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

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

31 May 2022

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

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31 May 2022

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

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

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

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

- 1.25 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the ...**80/20**.... preference point system shall be applicable; or
- ~~(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender~~
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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

OR

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

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

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

issued by Companies Intellectual Property Commission.

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

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

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

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (*delete which is not applicable*)

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/ entity:

- 10.2 VAT registration number:

- 10.3. Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) engages in a fronting practice.**
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.**
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the**

investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.
2.



**TERMS OF REFERENCE FOR THE PROCUREMENT OF TECHNICAL COMPETENCIES
FRAMEWORKS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

TERMS OF REFERENCE: PROVISION OF TECHNICAL COMPETENCIES FRAMEWORKS FOR THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE & GENERAL REQUIREMENTS

- 1.1 The Department of the Premier of the Western Cape Government ("the Department") wishes to invite potential bidders to submit proposals for the design of technical competency frameworks for the Western Cape Government (WCG) for a period of thirty-six (36) months.
- 1.2 Technical competency frameworks are required for all functional areas (functional groups or job families) across all 13 departments in the WCG. There will be certain functional areas (e.g., IT, Finance, Administration, etc.) that can be found across different departments.
- 1.3 Potential bidders may ask for clarification on these Terms of Reference or any of its Annexures up to - 72 hours before the deadline for the submission of bids. Any request for clarification must be submitted to the Department's Supply Chain Management (SCM) unit by e-mail to Ms Kim-Leigh February and Mr Roger Williams:

Kim-Leigh.February@westerncape.gov.za and Roger.Williams@westerncape.gov.za.

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

- 1.4 No late bids will be accepted after the closing time on the closing date.
- 1.5 Bidders may not contact the WCG on any matter pertaining to their bid from the time that the bids are submitted (the bid closing time) to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner will result in rejection of the bid concerned.
- 1.6 Briefing Session
 - 1.6.1 A **non-compulsory** virtual briefing session will be held on:
Date: 14 August 2023
Time: 10:00 – 11:00
Venue: Microsoft Teams meeting invite

- 1.6.2 Bidders are requested and **encouraged** to attend the virtual briefing session so that clarification on the Terms of Reference and expectations of the Department can be provided in respect of this invitation to bid.
- 1.6.3 Bidders are furthermore requested to inform the Department by email that it intends submitting a bid proposal to ensure that any further information and updates to the invitation of bid may be provided to them to enable bidders to submit compliant bids, which information will also be published on the eTenders portal.
- 1.7 Please note that the Department is not bound to accept any bid submitted. The Department will furthermore only accept bids that meet the compulsory bid conditions set out in paragraph 7 below and may cancel the tender process at any time prior to the award of the tender contemplated herein for any of the following reasons:
- 1.7.1 Due to changed circumstances for instance, if there is no longer a need for the services as specified in these Terms of Reference or, there is no longer a need for such services on the terms set out in these Terms of Reference;
 - 1.7.2 Funds are no longer available to cover any envisaged expenditure;
 - 1.7.3 No acceptable bids are received; or
 - 1.7.4 There is a material irregularity in the tender process.
- 1.8 The envisaged commencement date for the contract(s) contemplated herein is **October 2023** and the successful bidder to be appointed will be required to enter into a Service Level Agreement with the Department once the said bid has been awarded.

2. INTRODUCTION

- 2.1 The WCG comprises of 13 departments, each with multiple functional areas that require different technical skills to be effective in their roles. The WCG consists of the following Provincial Departments:
- 2.1.1 Western Cape Education Department (WCED) (approximately 44 104 employees);
 - 2.1.2 Department of Health and Wellness (WCGHW) (approximately 31 280 employees);
 - 2.1.3 Corporate Services Centre (CSC) (approximately 9 666 employees) representing the following eleven (11) departments forming part of the CSC:
 - Department of Agriculture;
 - Department of Police Oversight and Community Safety;

- Department of Cultural Affairs and Sport;
- Department of Economic Development and Tourism;
- Department of Environmental Affairs and Development Planning;
- Department of Local Government;
- Department of Infrastructure;
- Department of the Premier;
- Provincial Treasury;
- Department of Social Development; and
- Department of Mobility.

2.2 Departments have employees situated in Cape Town and across 6 districts / regions (with several satellite offices within these districts / regions) in the Western Cape as follows:

- City of Cape Town, divided into the following 4 (four) Metropoles:
 - Metropole Central;
 - Metropole East;
 - Metropole North; and
 - Metropole South;
- West Coast;
- Garden Route;
- Central Karoo;
- Cape Winelands; and
- Overberg.

2.3 Types of roles in the WCG

An indication of the range of roles in the WCG are provided below. The detail of these roles can be found in the attached Annexures (refer to Annexure E: Streams of work and Annexure F: Streams of work distinguishing features). The lists contained in paragraphs 2.3.1 to 2.3.5 below include the types of roles/posts/jobs that need to be clustered into functional areas during the design process of the technical competencies.

2.3.1 Occupation Specific Dispensations (OSDs)

OSD is the occupation specific dispensations that are unique to each identified occupation in the public service, as contemplated by regulation 42 of the Public Service Regulations, 2016. It refers to jobs where it is an inherent job requirement that the incumbent of the job (post) must possess a prescribed

qualification and/or meet statutory requirements as determined by the relevant Council. The relevant OSD occupations are listed below:

- OSD for Professional Nurses, Staff Nurses and Nursing Assistants (± 4 550 posts);
- OSD for Legally Qualified personnel (± 40 posts);
- OSD for Social Services Professions (± 3 739 posts);
- OSD for Engineering Professions and related occupations (± 1 394 posts)
- OSD for Medical Officers, Medical Specialists, Dentists, Dental Specialists, Pharmacologists, Pharmacists and Emergency Care Practitioners (± 9 656 posts); and
- OSD for Therapeutic, Diagnostic and other related Allied Health Professionals (± 2 563 posts).

2.3.2 **Nationally Coordinated posts**

Refers to the category of jobs as contemplated in regulation 41(2)(d) of the Public Service Regulations, 2016.

➤ **National coordination lower-level posts**

- Cleaners (± 1 255 posts)
- Groundsman (± 212 posts)
- General Workers/Assistants (± 343 posts)
- Foreman (± 1 700 posts)
- Drivers (incl. combination posts and heavy-duty vehicles) (± 369 posts)
- Messengers (± 180 posts)
- Food Service Aids (incl. supervisory levels) (± 1 084 posts)
- Linen Workers (incl. supervisory levels) (± 315 posts)
- Household Aids (incl. supervisory levels) (± 920 posts)
- Photocopy Operators (± 10 posts)
- Receptionists (± 30 posts)
- Laundry Aids (incl. supervisory levels) (± 193 posts)
- Road Workers (incl. supervisory levels) (± 630 posts)
- Data Capturer (± 140 posts)
- Tradesman Aid/Trade Worker (± 280 posts)
- Porters (incl. supervisory levels) (± 572 posts)
- Handyman (± 299 posts)
- Switchboard Operators (± 9 posts)

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➤ **National coordination - other:**

- Agri Sectoral Coordination posts (± 457 posts)
- Finance and Provincial Treasury related posts (± 1 233 posts)
- Clerks (± 9 511 posts, including supervisory level)
- Sport and Recreation and Cultural Affairs posts (± 163 posts)
- Provincial Traffic posts (± 507 posts)
- Security posts (± 255 posts)
- Works Inspectors posts (± 150 posts)
- Government Information Technology Officer (GITO) (no info re: coordinated posts in this cluster)
- Chief Executive Officer of Hospitals (CEO) (included in OSD numbers)

2.3.3 Administrative Office Workers

- Administrative Office workers across 13 WCG departments (± 2 300 posts)

2.3.4 Technicians and Associate Professionals

- IT and ICT posts (± 313 IT posts)

2.3.5 Specialised/Professional

- Veterinarians (± 60 posts)
- Economists (± 58 posts)
- Organisational Development (OD) practitioners (± 43 posts)
- Communication Officers (± 54 posts)
- Language Practitioners (± 32 posts)

3. BACKGROUND

3.1 The 4th Industrial Revolution, digital transformation, and the way people should work in a complex, diverse and ever-changing environment has a great impact on the WCG's need to develop employees' critical as well as future skills.

3.2 Currently, competency frameworks, which is the structure or collection of competencies that sets out and defines each individual competency required by individuals working in an organisation, are used in a limited capacity as part of the recruitment, selection, and development processes. The predominantly used competency framework in the WCG is the Universal Competency Framework (UCF) which is focused on describing the behavioural potential of candidates based on the individual's attributes only. This

framework does not include the skills, knowledge, and training that would accompany the comprehensive measurement and development of these areas.

- 3.3 The UCF comprises of process type competencies i.e., those competencies that are essential for the delivery of results linked to a wide range of work responsibilities regardless of the specific technical function being performed. They can be described as the generic set of knowledge, skills, abilities, and attributes that support functioning in more than one area of a role/post/job and across various types of roles/posts/jobs, such as planning and organising. To ensure that the value-add of using competency-based practices is realised, there is a need to expand the WCG's current competency frameworks by describing the areas linked to the requirements of functional areas more comprehensively. Therefore, creating multi-layered competency frameworks (i.e., a framework consisting of process type and technical competencies type displayed across proficiency levels) that has an emphasis on also including the knowledge, skills, abilities, and other attributes unique to technical specialisation required to deliver specific results are required. These technical competencies are closely aligned with the knowledge and skills needed for successful performance in specialised and functional areas such as IT, Finance, Accounting, and other specialised professions.

4. BUSINESS NEED

- 4.1 One of the great advantages of multi-level competencies is their ability to create greater consistency and continuity across the employee lifecycle.

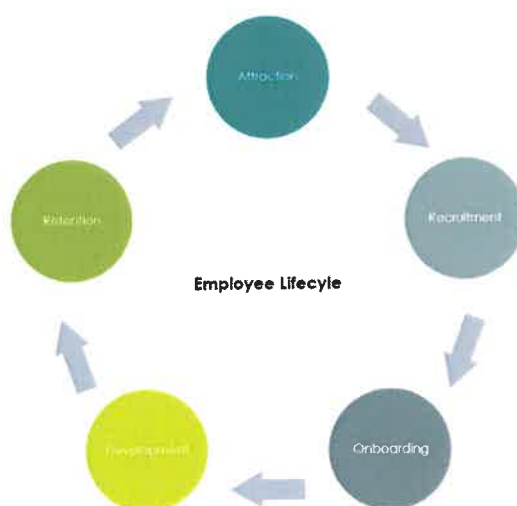


Figure 1

- 4.2 With a description of the skills necessary to do a job well, the knowledge to inform the know-how of doing a job, as well as the characteristics that might support effectively

attaining this, the path of attracting, selecting, onboarding, developing, and retaining the right people will be more measurable, targeted, and efficient.

4.3 The benefits to the employee cycle may include:

- 4.3.1 Attraction: In an environment where a skilled workforce defines the success of an organisation, training assists in equipping an organisation's employees to do the job for today, as well as being able to meet the demands of the future. Offering training and professional development demonstrates an interest and investment in an employee's future, which can help them to feel valued and to develop loyalty towards their employer's business. Implementing appropriate training interventions linked to successful performance and skills needed for the future is reliant on a well-defined competency framework. Furthermore, an organisation that is driven with a purpose of getting the right people in the right position to ensure citizen centric practices, where employees are considered and promoted as a key resource, enhances the organisational brand as an employer to work for, attracting competitive applicants.
- 4.3.2 Recruitment: Including multi-layered competencies in a job description creates a more focused and productive hiring process. Job profiles featuring competencies clearly communicate the ideal candidate profile for the post. Instead of evaluating candidates based on vague qualities, the competencies in the job description can identify specific behaviours the candidate has demonstrated in prior work environments, knowledge required to understand, and skills that support their success. Competencies are particularly valuable in the interview process because it assists in minimising bias and enhance objectivity by setting consistent criteria by which all candidates are evaluated.
- 4.3.3 On-boarding: Having clearly defined competencies will also ensure that employee onboarding and training is made easier, as there is a structure in place and measurable aspects to inform the need for any necessary training. Employees who receive clear, defined instructions of their job parameters will do better in their roles. New employees will become familiar with the nuances of the job, which will make them successful and map skill gaps to learning opportunities, empowering new hires to close those gaps so they can immediately begin their journey toward competence. Well-defined competency frameworks also identify what's important in corporate culture because those aspects are reflected in the desired behaviours.

4.3.4 Development: Competencies offer a framework that aligns learning resources and curricula to expected proficiency levels. Once those resources have been identified and mapped to a specific competency and proficiency level, they can be applied across the organisation to any employee who requires development. While competencies are ideal for addressing deficiencies at the employee level, they can also be used to identify organisation-wide gaps in talent resources and build a more adaptable, high-performing workplace.

4.3.5 Retention: Providing training in the technical skills needed to perform their role, employees know that they are a valuable asset to the organisation. Competency data makes it easier to determine in which areas an employee or team may need additional training, which means employees get the mentoring and skills training they need to continually improve. Additionally, competencies give managers and team members a common vocabulary when carrying out performance evaluations. This makes the entire process much easier to navigate and keeps motivation high and decreases any frustration stemming from poor performance.

4.4 In short, a competency-based approach holds value across the organisation. For employees, competencies offer a description of the standards of excellence for current roles and potential future roles, in other words, they describe what "great" performance looks like and consequently what can be done to maintain or improve own performance. For managers, they provide resources to help them select and develop employees and provide a consistent and standardised language to guide performance feedback. For organisations, they provide an action-oriented translation of what it looks like to demonstrate success.

4.5 Key to organisational change and growth is possessing the right skills for the right roles/posts/jobs. This means that organisations need to investigate the current state of core skills to inform development. An initiative undertaken by the WCG through the Chief Directorate: Provincial Training and Empowerment (PTE) supported by the Provincial Assessment Centre (PAC), that would benefit from the inclusion of multi-layered competencies, is the development and roll-out of a skills audit. The aim of the skills audit is to identify the current skills sets of WCG employees that could inform an improved management of skills development and training.

4.6 In developing the skills audit, it was decided to focus on an initial pilot for Senior Management Service (SMS) members. The pilot only included competency frameworks in use for SMS members which included the Department of Public Service and

Administration (DPSA) SMS Competency Framework. This framework is considered a process type competency framework and the PAC has expanded on the existing model to include skills, and knowledge information. Through the skills audit initiative, a need was identified to include skills that is specific to technical competencies to gain a better understanding of the overall skills gaps of this group. It is envisaged that the skills audit will be implemented for all employees of the WCG across all 13 departments.

- 4.7 The outcome of a holistic skills audit, considering the skills of a range of competency frameworks, will ensure that employees attain and maintain the necessary competencies (i.e., skills, knowledge, abilities, and other attributes) of their current role/post/job. This ability to identify which skills are necessary for a role/post/job and also the possible gap in current skills means that the WCG can better identify the potential employees that will succeed in the role and provide more targeted and effective development initiatives to all employees. Productivity will be improved by the ability to evaluate skills, identify the gap, and providing the necessary training more efficiently. Therefore, linking to the benefits across the employee lifecycle mentioned above, the existence of technical competency frameworks becomes a very important determining factor for the roll-out and follow-through success of the skills audit.

5. COMPETENCY DESIGN IN THE WCG

- 5.1 All competency frameworks developed for use in the WCG, must align to the WCG Competency Description Format (CDF). This format serves as a methodology that prescribes how competencies are to be described and defined within the WCG. This CDF shall be provided to the successfully appointed successful bidder during the project initiation process.
- 5.2 The WCG propose the use of two types of competencies, a process type competency and a technical type of competency. As the UCF and the DPSA competency frameworks are suitable as process competencies, the need exists for the development of technical competency frameworks, to expand on the use of competencies in the WCG.
- 5.3 The CDF defines competencies as the blend of work-related knowledge, skills, abilities, and other relevant characteristics described as observable work-related behaviours and is considered as instrumental in delivering the outputs required of that job.
- 5.4 Every competency that is being measured, must describe the key behaviours which a person must display to be effective. Describing the behavioural descriptors at different

proficiency levels to indicate the level of complexity required at a specific level is also important. The behavioural descriptors summarise the key actions/behaviours required to be effective in delivering the desired output at specific types of job functions. They help us to understand what the competency is about and what to look for when evaluating the work conduct of an individual. Additionally, these behavioural descriptors serve as a guideline for curriculum designers to design and evaluate course materials etc.

- 5.5 As part of the competency development process the relevant skills aligned to the behavioural indicators is to be indicated for each proficiency level. The applicable knowledge area as it relates to the attainment of the skills must be indicated as it will inform the most appropriate and suitable training intervention that can assist in attaining the skill at each level.

6. SCOPE OF SERVICES / DELIVERABLES

- 6.1 The WCG requires the successful bidder to design technical competency frameworks for all functional areas, across the 13 departments in the WCG to be used in a variety of people management contexts, including the job descriptions, recruitment and selection, development and performance management. The frameworks will define the WCG's technical competencies as well as supportive behavioural indicators required for each role/post/job for the WCG to achieve its strategic goals.
- 6.2 The competency framework designed by the successful bidder must align to the CDF, as described above, and must include the following:
- 6.2.1 The descriptions and definitions of each competency.
 - 6.2.2 Identification of the required technical competencies per functional area that will support the WCG to achieve its strategic objectives.
 - 6.2.3 Defining the functions/job families and map each role/post/job into its specific job family.
 - 6.2.4 Definable competency indicators to determine and show the proficiency levels of each job within the functions/job families.
 - 6.2.5 Description of the key behaviours that an employee must display to be effective.
 - 6.2.6 The description of the key behaviours for different proficiency levels that will indicate the level of complexity required at each specific level.
 - 6.2.7 The relevant skills aligned to the key behaviours for each proficiency level.
 - 6.2.8 The applicable knowledge area as it relates to the attainment of each skill .

6.2.9 The most suitable training intervention that can assist in attaining the skill at each level.

6.2.10 Suitable assessment tools to measure each competency.

6.3 The design of the technical competency frameworks must take place over 4 phases as described in the table below and be completed within thirty-six months from the commencement date of the contract. The output for each phase must include completed technical competency frameworks for the identified functional areas / groups. There will be multiple technical competency frameworks per phase dependent on the number of functional areas in a department. Below is a breakdown of the departmental split (grouped in phases 1 – 4) for the design of the technical competency frameworks. Refer the Annexure G: High level departmental overview for detail on occupations per department.

PHASE 1	PHASE 2	PHASE 3	PHASE 4
Programme 1 function (refer to the Annexure and glossary for detail)	Western Cape Education Department (WCED)	Department of Local Government	Department of Health and Wellness
Department of Environmental Affairs and Development Planning	Department of Social Development	Department of Cultural Affairs and Sport	Department of Mobility
Provincial Treasury	Department of the Premier	Department of Police Oversight and Community Safety	Department of Infrastructure
Department of Economic Development and Tourism		Department of Agriculture	

6.4 Design Process

The suggested design process is outlined below and will apply to each phase (mentioned in paragraph 6.3 above):

6.4.1 Project scoping, planning and ongoing management

Inception meeting between the WCG project team and the successful bidder project team.

6.4.2 Desk top research and analysis

- Clarification of organisational structure and department purposes
- Analysis of relevant procedural documents
- Analysis of job descriptions / profiles for each targeted role/job/post

- Information gathering with specific reference to the latest job profile requirements, with specific reference to job purpose and key accountability requirements

6.4.3 Data collection (Interviews, virtual or face-to-face / data gathering questionnaire / focus groups), dependent on successful bidder approach

- Interviews or focus groups discussions or questionnaire to extract data to identify themes and related competency requirements.

6.4.4 Design Competencies

- The design of the competencies to be in accordance with requirements as specified in paragraph 6.2 above.

6.4.5 Validation of competencies

- Draft competencies to be submitted for review.

6.4.6 Library compilation

- Develop and structure technical competency library.

6.5 Project Deliverables

The successful bidder will, inter alia, deliver the following:

- 6.5.1 Prepare and present briefing sessions for representative samples of WCG employees to create an understanding of the technical competency design process and commitment to participate in the design process. This will be done jointly with the WCG project team for each department included in each phase.
- 6.5.2 Develop technical competencies for the various functional areas in accordance with requirements as specified in paragraph 6.2.
- 6.5.3 Submit a report including the Competency Library containing the technical competency frameworks for all functions per phase.

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

- Ability to collaborate and work as a part of a team;
- Ability to be self-managed, ethical and honest;
- Ability to be respectful and seek to build relationships;
- Good presentation skills;
- Good reporting skills;

- Excellent communication skills;
- Strong organisational skills and attention to detail are essential; and
- Knowledge of change management principles and methodologies.

6.6.1 The table below provides the role description and minimum competencies required of resources to fulfil the responsibilities referred to in paragraphs 6.1 – 6.5 above.

Table 1

Roles	Description	Minimum competencies
Lead Consultant/ Project Lead	The role of the Lead Consultant / Project Lead encompasses the following activities within the scope of the relevant services: - Fulfil a supervisory role; - Manage the Design / Delivery Team on the contract; - Ensure delivery of the requirements as set out in paragraphs 6.1 – 6.5 above; - Attending contract management meetings; and - Attending meetings with stakeholders.	- At least a NQF 9 qualification in Human Resource Management, Management Studies, Organisational Development or Organisation Psychology; - Experience in Human Resource Management, Management Studies, Organisational Development and/or Organisation Psychology (Industrial Psychologist); and - In addition to the above, the Project Leader must have successfully managed at least 3 projects of work related to Competency Frameworks and must have a minimum of 5 years' experience in managing projects of a similar nature, i.e., design of competency frameworks.
Design / Delivery Team	The role of the Design / Delivery Team resources encompasses the following: - Design of the technical competency frameworks in accordance with the requirements as set out in paragraphs 6.1 – 6.5 above.	- At least a NQF 8 qualification in Human Resource Management, Management Studies, Organisational Development or Organisation Psychology; - Experience in Human Resource Management, Management Studies, Organisational Development and/or Organisation Psychology (Psychometrist); and - At least 3 years' experience developing Competency Frameworks.

6.6.2 The bidder must provide the services of one (1) Lead Consultant / Project Lead. For the purposes of evaluating bids only, the WCG has determined the minimum number of Design / Delivery Team resources as follows:

Resource Role	Minimum Number of Resources
Lead Consultant / Project Lead (as described in Table 1)	1
Design / Delivery Team (as described in Table 1)	3

Each bid must ensure that it provides for the minimum number of resources per resource role.

- 6.6.3 As stated above, the successful bidder must provide the services of one Lead Consultant/ Project Lead to fulfil the activities as described above. The number of Design / Delivery Team resources required during the term of the contract contemplated herein will be determined by the successful bidder to ensure that the services are rendered within the timeframes as stipulated in paragraph 6.3 above.

7. Phase 1(a): Compulsory Conditions of Bid

- 7.1 Each bidder must indicate with an "X" in **Table 2** below whether it complies with the compulsory conditions of the bid (to the extent that such conditions are applicable to its bid). Bid documentation must be supported with the evidence set out for each of the requirements indicated in **Table 2** below. In the event that a bidder does not or fails to indicate with an "X" whether it complies with each of the compulsory conditions of the bid set out in **Table 2** below that apply to its bid, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in **Table 2** below. Unless otherwise indicated in Table 2 below, any bidder that does not comply with the compulsory conditions of bid applicable to its bid, and/or any bidder that does not provide the evidence requested in Table 2 below in respect of its bid, will be disqualified and not have its bid proceed to the evaluation phase of this tender process.

Table 2: Compulsory Conditions of Bid

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.1	Each bid must contain a comprehensive technical proposal that must include at least the following: - Company Overview and Profile; - Understanding of WCG Requirements as it relates to the required services described in paragraph 6 above also illustrating how the services are to be delivered by providing		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	a detailed proposal with clear and measurable deliverables, milestones and expected results; • Experience of the Executive Management Team; • Track record not older than 6 years and relevant experience in delivering the same or similar services in the development of Competency Frameworks contemplated herein; and • Any other items the bidder wishes to add. The envelope must preferably be marked with the name of the bidder and entitled: "Technical Proposal: Bid Number [Insert bid number]". A failure to do so will not disqualify a bidder from having its bid evaluated further; and The envelope must contain at least the following: • The comprehensive technical proposal; and • All mandatory documents specified in this Table 2 (excluding the financial proposal and related documents). To be included in the Bid Proposal (Envelope 1).		
7.1.2	Each bidder must demonstrate in its bid that it has proven experience in delivering a Competency Design service in the past by providing the following with its bid documents: (i) A minimum of 3 (three) contactable references using the Contactable References List template attached hereto as Annexure B, which references must be able to provide information on relevant services undertaken by the bidder concerned in the past; <u>and</u> (ii) An original reference letter or certified copy of reference letter from each contactable reference that is cited in Annexure B that details in full the matters as set out (provided on an official business letterhead signed by an authorised representative at management level); <u>or</u> (iii) In the absence of an original reference letter or certified copy of reference letter for each contactable reference that is cited in Annexure B, a sworn affidavit deposed to by an authorised representative of the bidder concerned (in the format set out in Annexure C hereto) for each contactable reference that does not or cannot provide an original reference letter or certified copy of reference letter, which sworn affidavit must comply with the requirements set below.		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	Each original reference letter or certified copy of reference letter or sworn affidavit provided (as the case may be) must at least detail the following in relation to services rendered by the bidder in the past: • Scope of services / deliverables • Start date and duration of services • Number of employees of the organisation / enterprise concerned • Resources used (i.e., quantity and description of resources) • Contract status (i.e., Completed / In Progress / Unfinished) • Registered name of enterprise / organisation for which the services were undertaken • Full name of a contact person within that enterprise / organisation • Telephone number and email address for the said contact person • Customer satisfaction level of the enterprise / organisation concerned (i.e. Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations) The WCG reserves the right to contact any of these references to verify the information contained in Annexure B and the accompanying reference letter or sworn affidavit (as the case may be). <i>The Department prefers that bidders allocate a unique reference number (e.g. CR01) to each reference letter and each sworn affidavit provided and include such reference numbers for the corresponding enterprise / organisation in Annexure B so that it is easy to match reference letters and sworn affidavits with contactable references. No reference letters and sworn affidavits will be accepted after the closing date and time for the submission of bids.</i> To be included in the Bid Proposal (Envelope 1).		

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No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.3	Each bid must contain a list of resources that conforms in all material respects to the resource matrix set out in Annexure D and that is responsive to the requirements set out in paragraph 6.6 above. All resources required to deliver the required services as per the scope of service and deliverables set out in 6.6 above must be listed in Annexure D. This list must contain the full name, role, relevant qualification and years of experience. Each bid must at least contain the minimum number of resources determined per resource role (as specified in paragraph 6.6.2 above) and must not include the same resource for more than one resource role. This list must be accompanied by 1 (one) detailed Curriculum Vitae (CV) for each resource role cited in Annexure D, including certified copies of all qualifications. Each CV must at least demonstrate the following for each resource role (as specified in paragraph 6.6.2 above): - The resource concerned has the <u>relevant competencies and experience</u> as indicated for the relevant role in paragraph 6.6 above; and - The resource concerned has the relevant qualifications as indicated for the relevant role in paragraph 6.6 (i.e. the column of the table included in paragraph 6.6 entitled "Minimum Competencies"). In the event that Annexure D is not fully completed and / or the information and documentation required in terms thereof is not included in the CVs provided, the Department will check the remainder of the bid document for the information and documentation. In the event that no such information and documentation are available to the Department as part of the bidding documents submitted by a bidder, the bidder in question will be non-compliant with this compulsory condition of bid and be disqualified. To be included in the Bid Proposal (Envelope 1).		
7.1.4	Each bidder must be duly registered on the Central Supplier Database (CSD). CSD report to be attached. To be included in the Bid Proposal (Envelope 1).		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.5	Each bid must include an envelope separate to the technical proposal referred to above in which the bidder's financial proposal, in the form of a duly completed and signed WCBD 3.3 (pricing schedule), must be sealed. The bidder's quotation will only be evaluated as part of Phase 3. The bidder's financial proposal must be sealed in the said envelope as follows: • The envelope must preferably be marked with the name of the bidder and entitled: "Financial Proposal: Bid Number [Insert bid number]". A failure to mark the envelope correctly will not disqualify a bidder from having its bid evaluated further; and • The envelope must contain a duly completed and signed WCBD 3.3 form (Pricing Schedule) in the format attached hereto. Bidders must ensure that the Department is able to ascertain which envelope contains the bidder's financial proposal. Should a bidder fail to include its financial proposal in a separate envelope (separate from the technical proposal) or if the Department is not able ascertain which envelope contains the financial proposal, the bidder shall be disqualified from having its bid evaluated further.		
7.1.6	Each bid must contain a duly completed, signed and dated WCBD 1 form (Invitation to Bid form). All information and documentation requested in such form must be provided. No WCBD 1 forms (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid.		

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No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.7	Each bid must contain a duly completed, signed and dated WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submissions of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal. In the event that no WCBD 4 form (together with the information and documentation required in terms thereof) is included in a bid, the Department will check the Western Cape Supplier Evidence Bank for a valid copy of such form and related information and documentation. In the event that (i) the bidder does not submit a duly completed, signed and dated WCBD 4 form, together with the information and documentation requested in such; and (ii) no such form and related information and documentation are available to the Department on the Western Cape Supplier Evidence Bank, the bid in question will be non-compliant with this compulsory condition of bid and be disqualified.		
7.1.8	Each bid must contain a duly completed and signed WCBD 6.1 form) <u>where the bidder intends to claim preferential procurement points for B-BBEE.</u> All information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. In the event that a bidder does not submit a duly completed WCBD 6.1 form (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.		

No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
7.1.9	Where applicable, any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract(s) contemplated herein. No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid. Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that: • The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; and • All standard bidding forms (i.e. WCBD 1, WCBD 4 and WCBD 6.1, where applicable, are completed in respect of each member firm. Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such member firms.		

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No	Compulsory Conditions of Bid	Compliance	
		Comply	Do Not Comply
	The WCG reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa). Failure by a preferred bidder to provide same within a period stipulated by the WCG shall disqualify the bid submitted by that preferred bidder. These requirements are not applicable to bidders that are not bidding as a consortium or joint venture. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture.		

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

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

8. Phase 1 (b) Conditions of Contract

- 8.1 Each bidder must indicate with an "X" in **Table 3** below if it agrees with the following conditions of contract (which conditions shall form part of the contract(s) contemplated herein). **Each bidder must include in its bid a signed and completed copy of Table 3 below (i.e. a completed copy of Table 3 with a signature of an authorised representative of the bidder on each page comprising Table 3).** In the event that a bidder does not or fails to indicate with an "X" whether it agrees with a particular special condition of contract set out in **Table 3** below, it will be assumed that the bidder does not agree to the special condition of contract concerned. Failure on the part of a bidder to agree to all special conditions of contract set out in **Table 3** below and to submit as part of its bid a signed and completed copy of **Table 3**, will lead to disqualification of that bidder's bid.

Table 3: Conditions of Contract

No	Conditions of Contract	Agreement to Conditions	
		Agree	Do Not Agree
8.1.1	The successful bidder must provide the full scope of required services linked to technical competency framework design, in accordance with the terms and conditions set out in this Terms of Reference, with specific reference to paragraph 6 above, read with the other bid documents and the Service Level Agreement referred to in paragraph 8.1.6. The services must be completed within a period of 36 (thirty-six) months from the commencement date of the contract.		
The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:			
Bidder Name: _____			
Signature of Authorised Representative of the Bidder: _____			

8.1.2	The successful bidder shall produce and manage a project timetable / timeline plan (hereinafter referred to as a "Project Plan"), which shall specify the specific tasks and responsibilities to be performed to achieve the specified project deliverables in line with the requirements as set out in paragraph 6. Any material changes to the milestones or the delivery timetable in the Project Plan must be approved by the Department of the Premier of the Western Cape Government (WCG: DotP) in writing. Notwithstanding the provisions of this paragraph 8.1.2, the successful bidder will complete the services within a period of 36 (thirty-six) months from the commencement date of the contract, unless the services are delayed due to (i) an act or omission on the part of the WCG, or (ii) as result of an event of force majeure as contemplated by clause 25 of the General Conditions of Contract issued by the National Treasury ("the GCC").		
8.1.3	In the event that (i) the services of an original resource listed in Annexure D is terminated by the successful bidder for whatever reason; or (ii) the services of an additional resource is required (additional to the resources listed in the Resource Matrix – Annexure D), the successful bidder shall ensure that the replacement / additional resource meets the minimum competencies applicable to the skill level and role concerned (as stipulated in paragraph 6.6 above) is provided to ensure the services are delivered in accordance with the requirements of paragraph 6. It will be at the discretion of the WCG: DotP whether a replacement / additional resource will be accepted. The resource matrix (Annexure D) must always be kept up to date.		
8.1.4	The successful bidder must provide all required reports, presentations and information contemplated herein, timeously over the contract period. The cost of providing such reports, presentations and information must be included in the agreed service fees.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder:

8.1.5	The successful bidder must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies and frameworks applicable to the WCG (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPIA), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies and frameworks must be included in the agreed service fees.		
8.1.6	The successful bidder will be required to sign a Service Level Agreement (SLA) with WCG: Department of the Premier ("DotP"). The SLA shall specify agreed key performance indicators, along with an indication on how the successful bidder performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regular scheduled meetings. The SLA may be reviewed and, where necessary and appropriate, updated annually by agreement between the WCG: DotP and the successful bidder.		
8.1.7	The successful bidder (together with staff designated) must ensure confidentiality in respect of all services rendered to the WCG.		
8.1.8	WCG: DotP shall review the successful bidder's performance of the services in terms of the SLA concluded between WCG: DotP and the successful bidder, read with the terms and conditions set out herein.		
The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page: Bidder Name: _____ Signature of Authorised Representative of the Bidder: _____			

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8.1.9	Each party retains its rights in its pre-existing intellectual property. The WCG shall have all right, title and interest in any intellectual property generated during the course of performing the services outlined herein, including, but not limited to, datasheets, data sets and databases, surveys, analysis and reports. The successful bidder may not reproduce or use any of such intellectual property and/or any intellectual property of the WCG made available to the successful bidder without the prior written permission of the WCG: DotP.		
8.1.10	The appointment of the successful bidder and its staff are subject to WCG: DotP approval.		
8.1.11	The WCG: DotP reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon 3 (three) months' written notice to the successful bidder concerned, or immediately should it come to the attention of the WCG: DotP that the successful bidder has previously, or during the bidding for this tender, abused the WCG Supply Chain Management System.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder:

8.1.12	Upon termination or expiration of the contract, the successful bidder is required to do a complete handover to the WCG: DotP or to any service provider appointed by the WCG: DotP (as required by the WCG: DotP). The time and cost of such handover must be included in the quoted service fees.		
8.1.13	Payment of service fees will be determined with reference to the agreed service fees and subject to WCG: DotP being satisfied with the services rendered to it in terms hereof.		
8.1.14	Generally, WCG: DotP shall pay for the services contemplated herein upon completion of each phase (referred paragraph 6.3 above) to the satisfaction of WCG: DotP, within 30 (thirty) calendar days of receipt of a valid invoice from the successful bidder.		
8.1.15	The WCG: DotP shall not be liable for any costs related to subsistence, travel, parking, accommodation, car hire, flights, printing, administrative costs and the like incurred by the successful bidder in the provision of the required services. The WCG: DotP will furthermore not be liable for any relocation of staff, offices or assets required by the successful bidder in giving effect to the requirements of the contract.		
8.1.16	The successful bidder shall be bound by the GCC, read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the successful bidder would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the successful bidder requires to be included in the contract between it and the WCG: DotP may, with the agreement of the WCG: DotP, be included in the SLA referred to in item 8.1.6 above.		
8.1.17	In the event that the successful bidder is a consortium or joint venture, each member of such consortium or joint venture (as the case may be) shall be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____
Signature of Authorised Representative of the Bidder: _____

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9. PRICING

Bidders must take note of the following:

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

10. BID EVALUATION

- 10.1 Please note that a two-envelope system will be utilised for this tender.
 - 10.1.1 The **first envelope** must contain the **Technical Proposal**, together with the completed bidding documents (WCBD 1, WCBD 4 and WCBD 6.1) and other documents specified and completed in accordance with the requirements of Table 2 above.
 - 10.1.2 The second envelope must contain the **Financial Proposal** in the form of a duly completed and signed **WCBD 3.3 (pricing schedule)** attached hereto.
- 10.2 **Phase One: (a) Compliance to Compulsory Conditions of the bid and (b) Agreement to Conditions of Contract**
 - 10.1.1 Strict compliance to all Compulsory Conditions of the bid will be checked as part of Phase 1 (a) and agreement to all Conditions of Contract will be checked as part of Phase 1 (b). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract will not proceed to Phase 2 of the evaluation phase of this bid.

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10.1.2 Compliance for the purposes of Phase 1(a) and Phase 1(b) will be checked using the **checklist** provided in **Annexure A** hereto. WCG: DotP prefers that bidders complete and submit this checklist as part of their bids to ensure that compliance with the requirements applicable to Phase 1(a) and Phase 1(b) can be checked easily.

10.3 Phase Two: Pricing and B-BBEE

10.3.1 Allocation of points for price and B-BBEE contribution level status shall be done in accordance with the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), read with the Preferential Procurement Regulations, 2022.

10.3.2 Price on the required pricing schedule **WCBD 3.3 (Pricing Schedule)** will be evaluated and adjudicated on the **total cost for all service categories**.

10.3.3 A bid not containing a completed pricing schedule that conforms in all material respects to the format set out in the WCBD 3.3 form attached hereto, read with paragraph 9 above, shall not be eligible for evaluation under Phase 3. A rate must be provided for each item within each category of service, failing which it will be assumed that the bidder is unable to provide the item(s) and/or category/ies of services not priced for.

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

Table 4: Breakdown and Weighting

No	BREAKDOWN	Points
1.	B-BBEE scoring	20
2.	Price	80
	Total	100

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

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PRICING SCHEDULE (Professional Services)

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

Name of Bidder..... Bid number:

Closing Time: **11:00am**

Closing date: **25 August 2023**

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

PROCUREMENT OF THE DESIGN OF TECHNICAL COMPETENCIES FRAMEWORKS FOR WCG

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

Category of Service	Fixed all-inclusive service fee (VAT inclusive)
PHASE 1: Design of technical competencies frameworks with completed frameworks as an output for: • Programme 1 functions • Department of Environmental Affairs and Development Planning • Provincial Treasury • Department of Economic Development and Tourism	R
PHASE 2: Design of technical competencies frameworks with completed frameworks as an output for: • Western Cape Education Department (WCED) • Department of Social Development • Department of the Premier	R
PHASE 3: Design of technical competencies frameworks with completed frameworks as an output for: • Department of Local Government • Department of Cultural Affairs and Sport • Department of Police Oversight and Community Safety • Department of Agriculture	R

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PHASE 4: Design of technical competencies frameworks with completed frameworks as an output for: • Department of Health and Wellness • Department of Mobility • Department of Infrastructure	R
Total all-inclusive, fixed Service Fees (VAT inclusive) for the design of Technical Competencies Frameworks	R

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

Print Name(s) and Surname: _____

Designation: _____

Signature: _____

For Bidding enquiries:

Name: Kim-Leigh February

E-mail: Kim-Leigh.February@westerncape.gov.za

Tel: 021-483-2943

For Technical enquiries:

Name: Aayesha Davids

E-mail: Aayesha.Davids@westerncape.gov.za

Tel: 021-466-9723

ANNEXURE A: CHECKLIST FOR PHASES 1(a) AND 1(b)

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

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	Compulsory Conditions of Bid (Phase 1(a))			
1.	Submission of a technical proposal containing examples of previous work done not older than 6 years related to technical competencies design by providing a Company Overview and Profile, understanding of WCG requirements as it relates to the required services described in paragraph 6 above also illustrating how the services are to be delivered, experience of the Executive Management Team and samples of technical competency frameworks to demonstrate that it is able to meet the Service Requirements under paragraph 6 above.	Item 7.1.1 of Table 2 under paragraph 7.1 of the Terms of Reference		
2.	A minimum of 3 (three) contactable references, listed on Contactable References List (Annexure B) together with either the required reference letters or the required sworn affidavits (using the template provided in Annexure C), as the case may be, in line with the requirements set out in the Terms of Reference.	Item 7.1.2 of Table 2 under paragraph 7.1 of the Terms of Reference		
3.	Each bid must contain a list of resources that conforms in all material respects to the resource matrix set out in Annexure D and that is responsive to the requirements set out in paragraph 6.6 above. All resources required to deliver the required services as per the scope of service and deliverables set out in paragraph 6 above must be listed in Annexure D. This list must contain the full name, role and years of relevant experience. Each bid must at least contain the minimum number of resources determined per resource role (as specified in paragraph 6.6.2 above) and must not include the same resource for more than one resource role. This list must be accompanied by 1 (one) detailed Curriculum Vitae (CV) for each resource role cited in Annexure D, citing the resource's relevant past experience detailing the duties performed as it relates to the services	Item 7.1.3 of Table 2 under paragraph 7.1 of the Terms of Reference		

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	described herein together with copies of qualifications for the resources required per role. To be included together with the Bid Proposal (Envelope 1).			
4.	Registration on the Central Supplier Database (CSD). CSD report to be attached. To be included in Envelope 1 together with Bid Proposal.	Item 7.1.4 of Table 2 under paragraph 7.1 of the Terms of Reference		
5.	Each bid must include an envelope separate to the technical proposal referred to above in which the bidder's financial proposal must be sealed. The bidder's quotation will only be evaluated as part of Phase 3. The bidder's financial proposal must be sealed in the said envelope as follows: - The envelope must preferably be marked with the name of the bidder and entitled: "Financial Proposal: Bid Number [Insert bid number]". A failure to mark the envelope correctly will not disqualify a bidder from having its bid evaluated further; and - The envelope must contain a duly completed and signed WCBD 3.3 form (Pricing Schedule) in the format attached hereto. Should a bidder fail to include its financial proposal in a separate envelope (separate from the technical proposal) or if the Department is not able to ascertain which envelope contains the financial proposal, the bidder shall be disqualified from having its bid evaluated further.	Item 7.1.5 of Table 2 under paragraph 7.1 of the Terms of Reference		
6.	Submission of a duly completed, signed and dated WCBD 1 form (Invitation to Bid form). All information and documentation requested in such form must be provided. No WCBD 1 forms (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. To be included in Envelope 1 together with Bid Proposal.	Item 7.1.6 of Table 2 under paragraph 7.1 of the Terms of Reference		
7.	Submission of a duly completed, signed and dated WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time	Item 7.1.7 of Table 2 under section 7.1 of the Terms of Reference		

No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	for the submissions of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal. In the event that no WCBD 4 form (together with the information and documentation required in terms thereof) is included in a bid, the Department will check the Western Cape Supplier Evidence Bank for a valid copy of such form and related information and documentation. In the event that (i) the bidder does not submit a duly completed, signed and dated WCBD 4 form, together with the information and documentation requested in such; and (ii) no such form and related information and documentation are available to the Department on the Western Cape Supplier Evidence Bank, the bid in question will be non-compliant with this compulsory condition of bid and be disqualified. To be included in Envelope 1 together with Bid Proposal.			
8.	Submission of a duly completed and signed WCBD 6.1 form with all information and documentation required in terms thereof. To be included in Envelope 1 together with Bid Proposal.	Item 7.1.8 of Table 2 under paragraph 7.1 of the Terms of Reference		
9.	Where applicable, any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract(s) contemplated herein. No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid. Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that:	Item 7.1.9 of Table 2 under paragraph 7.1 of the Terms of Reference		

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No.	Requirement	Reference in Terms of Reference	Complies	Does not comply
	- The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; and - All standard bidding forms (i.e. WCBD 1, WCBD 4 and WCBD 6.1), where applicable, are completed in respect of each member firm. Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such member firms. To be included in Envelope 1 together with Bid Proposal. The WCG reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa). Failure by a preferred bidder to provide same within a period stipulated by the WCG shall disqualify the bid submitted by that preferred bidder. These requirements are not applicable to bidders that are not bidding as a consortium or joint venture. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture.			
10.	Conditions of Contract (Phase 1(b)) Submission of a completed and signed copy of Table 3 under paragraph 8.1 of the Terms of Reference indicating acceptance of all conditions of contract set out therein. To be included in Envelope 1 together with Bid Proposal.	Items of Table 3 under paragraph 8.1 of the Terms of Reference.		

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

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

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ANNEXURE C: SWORN AFFIDAVIT

AFFIDAVIT

TO BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE OF THE BIDDER FOR EACH CONTACTABLE REFERENCE CITED IN ANNEXURE B THAT CANNOT OR DOES NOT PROVIDE AN ORIGINAL REFERENCE LETTER / CERTIFIED COPY OF REFERENCE LETTER

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

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

1. I am duly authorised to depose to this affidavit for and on behalf of _____ (registered name of the bidder) with registration number _____ (registration number) ("the Bidder");

2. The Bidder has undertaken the following design of Technical Competencies Frameworks services for _____ (registered name of bidder's client) ("the Enterprise /

Organisation"):

No.	Scope of services / Deliverables	Contract Start Date and Duration	Resources used (i.e. quantity and resource description)	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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No.	Scope of services / Deliverables	Contract Start Date and Duration	Resources used (i.e. quantity and resource description)	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

3. The Enterprise / Organisation has (amount in words) or more employees [please complete with correct number of employees].
4. Further information regarding the projects listed above and the services provided by the Bidder to the Enterprise / Organisation in relation thereto may be obtained from the following contact person (who has been designated for such purpose by the Enterprise / Organisation):

Name: _____

Designation: _____

Telephone No.: _____

Email Address: _____

5. The information set out above is accurate, up-to-date and correct in all respects.

Signature of the Bidder's representative
 Full name of the Bidder's representative: _____ Date: _____
 Identity / Passport Number of the Bidder's representative: _____

I hereby certify that:

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

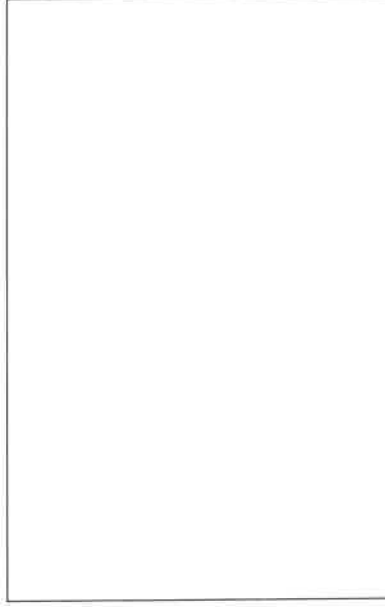
Commissioner of Oaths stamp:

Commissioner of Oaths

Full names: _____

Designation: _____

Address: _____



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

No.	First Name of Resource	Surname of Resource	Role (as per paragraph 6 of the Terms of Reference)	Years' Relevant Experience	Qualifications	Reference Number(s) for Qualifications	Reference Number for CV
1.			Lead Consultant/ Project Lead				
2.			Design / Delivery Team				
3.			Design / Delivery Team				
4.			Design / Delivery Team				

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ANNEXURE E-STREAMS OF WORK

CORE – 10 MAJOR GROUPS	DPSA DRAFT OCCUPATIONAL DICTIONARY – 8 MAJOR GROUPS	JE DIG – AUTONOMY CATEGORIES	PROPOSED WCG STREAM OF WORK	SALARY LEVEL LINK
Elementary Occupations Service Workers Drivers, Operators and Ships Crew	Elementary Occupations Plant, Machine Operators and Assemblers	Basic Manual Semi-Skilled Manual	Elementary Occupations	SL 1 to 4
Administrative Office Workers • Clerks and related personnel • Administrative policy and related personnel	Clerical and Administrative Office Workers • Clerks and related personnel • Administrative policy and related personnel	Clerical Administrative	Clerical Administrative	SL 5 to 8 SL 5 to 8
Professionals and Managers Social, Natural, Technical and Medical Sciences Supplementary and Support Personnel National Security Services and Custodian Personnel	Protective and Rescue Workers, Social and Health Sciences Supplementary and Support Personnel Professionals Managers	Scientific Functional Specialist Law Enforcement Professional Advanced Professional OSD Middle Management Senior Management	Specialised Professional Managerial	SL 5 to 8 SL 6 to 12 SL 9 and above
Technicians and Associate Professions Information Technology Personnel Craft and Related Trade Workers	Technicians and Associated Technical Occupations Skilled Agriculture, Forestry, Fisheries, Craft and Related Trade Workers	Technical Skilled Manual	Technical Skilled Manual	SL 6 to 12 SL 2 to 8

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STREAM OF WORK						
DISTINGUISHING FEATURES	ELEMENTARY OCCUPATIONS	CLERICAL	ADMINISTRATIVE	TECHNICAL	SPECIALISED/PROFESSIONAL	MANAGERIAL
Operating sphere	- Simple tasks - Elementary tasks - Manual tasks/labour - Use of hand-held tools - Physical effort is required - Physical attributes required rather than mental demands	- Transactional tasks and functions - Clerical tasks and functions - Secretarial tasks and functions - Process, record, organise, store, compare and relieve information related to transactional work - Record/compute numerical data - Operate office equipment/telephone switchboards - Support other employees in the execution of their work - Deal directly with clients by requesting/providing information	- Formulate, implement and provide advice of an administrative nature on government policies - Administer laws, regulations and policies directly associated with the unit's mandates - Interpret and apply policies - Provide input into the development of policies - Conduct inspections to ensure compliance with laws, regulations and policies - Organise and perform administrative functions related to work in an office environment - Deal directly with clients by requesting/providing information - Administer research	- Perform technical and technological-related tasks/functions - Render support services to technicians - Operate specialised technical equipment - Maintenance and repair of machinery and equipment - IT personnel involved with technical matters - Control, operate and provide assistance to users of computers and peripheral software - May or may not require registration with a professional body <u>Entry level:</u> - Render support services to technicians - Operate specialised equipment - Manual labour on higher levels (e.g. artisans with a statutory requirement for certification) - Mechanical matters and applied sciences - Technical and related tasks/functions connected with maintenance, construction and research - Work carried out by hand - Use of hand-held power tools to reduce the amount of physical effort and time required and to improve the quality of production - Tasks/functions require an understanding of all stages of the production process, materials and tools used and the nature and purpose of the final product <u>Mid-level:</u> - Technical-related functions in the fields of life sciences, arts and ICT - Technical and related tasks/functions connected with maintenance, manufacturing, construction and research	- Apply knowledge in a specialised field or environment, including sciences, life sciences, humanities, legal and social services - Advise on matters relating to a specific environment, including sciences, life sciences, humanities, legal and social services - Perform tasks and functions relating to the application of scientific/artistic concepts, theories and operational methods - Perform tasks and functions relating to research - May or may not require registration with a professional body <u>Entry level:</u> - Apply knowledge and skills as part of support functions directly associated with specialists/professionals - Operate specialised equipment and make preparations for specialised tasks to be performed - Provide care, support and assistance for people in institutions and residential settings (e.g. children, the elderly, disabled) - Provide personal care and assistance with mobility and daily activities of people in health care and residential settings (e.g. patients, convalescents, the elderly, disabled) - Protect people and properties against hazards - Spend time with communities to raise awareness <u>Mid-level:</u> - Maintain law and order/execute law enforcement (in terms of appointment linked to specific legislation) - Enforce laws and regulations	- Includes middle, senior and executive management levels - Majority of time is spent on generic management processes (HR, finance, planning, control, organising) - Generic management processes are a regular, consistent demand of the job - Team leaders, foremen and first line supervisors are not included here, and fall rather under their specific functional category - Employees with lower levels of responsibility in terms of resources are classified as junior managers/supervisors - Drifter – manages self → manages others → manages managers → manages a function → manages a business (of functions/more than one function) → manages a group (of businesses) → manages an enterprise (department) <u>Middle management</u> - Managing a function - Management of the general functioning of a component - Managing processes - Direct control of resources - Majority of time is spent on generic management processes (HR, finance, planning, control, organising) - Generic management processes are a regular, consistent demand of the job - Not all mentioned processes need to be performed - Monitor and report progress with regard to work being performed - Formulate and develop policies

STREAM OF WORK				
DISTINGUISHING FEATURES	ELEMENTARY OCCUPATIONS	CLERICAL	ADMINISTRATIVE	TECHNICAL
				- Perform technical and technological-related tasks/functions (often complex) - Application of scientific concepts and operating methods in a technical/technological field - Conduct analysis and research related to a specific technical field - IT personnel involved with technical matters - Control, operate and provide assistance to users of computers and peripheral software <u>Higher level:</u> - Technical and related tasks/functions connected with maintenance, manufacturing, construction and research - Use specialised software and related equipment - Advise on matters relating to a specific technical/technological field - Plan, develop and improve computer-based information systems, software and related concepts - Maintain management systems - Programming tasks - Highly skilled workers - Part of the larger production process
				<u>High level:</u> - Undertake work and provide advice linked to policy and specialised/professional issues on complex → very complex functions in a specific work environment - Develop, implement, monitor, review and evaluate strategies, policies and plans to meet the organisation's needs - Ensure compliance with relevant legislative/statutory/regulatory requirements towards the achievement of assigned projects and goals - Provide advice and perform the most complex functions in a specific work environment - Formulate and develop policies - Creation of new knowledge/understanding/products - Provide definitive advice and guidance on policy and specialised/professional issues - Subject matter expert - Highest level of specialised/professional work
				<u>Senior management:</u> - Management of the general functioning of more than one component - Majority of time is spent on generic management processes in managing a function - Designated as part of the Senior Management Services - High level specialist senior → top → chief executive management functions that require frequent analysis in the absence of an established framework - Management of managers - Employees directly managed will be on SL 9-12 - Determine, direct, formulate and advise on government policy - Formulate and review policies, laws, rules and regulations - Oversee the interpretation and implementation of government policies and legislation - Plan, direct, control and evaluate overall policies and activities of the organisation and organisational units - Plan, direct, control and coordinate activities of producing and rendering services within government and to the public
				<u>MANAGERIAL</u> - Apply knowledge, scientific concepts and theories and operational methods - Conduct analysis and research - Advise on specialised matters

STREAM OF WORK						
DISTINGUISHING FEATURES	ELEMENTARY OCCUPATIONS	CLERICAL	ADMINISTRATIVE	TECHNICAL	SPECIALISED/PROFESSIONAL	MANAGERIAL
Autonomy	• Routine tasks • Highly repetitive • Directly/intensively supervised • Follow simple instructions • Highly → clearly prescriptive	• Routine tasks and functions • Repetitive • Directly supervised • Highly prescriptive	• Not repetitive • Noticeable degree of autonomy	• Not routine • Not repetitive • May be clearly prescriptive • Functions are performed fairly autonomously → noticeable degree of autonomy	• Not routine • Not repetitive • Noticeable degree of autonomy → high degree of autonomy • Independent management of workload	• High degree of autonomy, Generic management functions
Work content	• A few structured/well-defined tasks → mainly well-defined tasks → multi-tasks • Straightforward tasks that require little/no interpretation	• Clerical functions → specialised/advanced clerical functions → general administration functions • Mainly well-defined multi-tasks → straightforward tasks that require some interpretation within an established framework	• General administrative functions → more advanced administrative functions • Mainly straightforward and well-defined → well-defined and complex → difficult work content • Work content requires occasional interpretation → some interpretation → frequent interpretation within an established framework	• A few defined tasks → few well-defined tasks → straightforward tasks → well-structured work functions → structured technical/technological functions → well-defined technical/technological functions → multiple technical/technological functions → well-defined to complex technical/technological functions → high level production functions → complex work content → specialist technical/technological functions • Work content requires some interpretation → interpretation of a technical nature → frequent interpretation → greater analytical skills → greater analytical skills within an established framework → in the absence of an established framework	• Tasks and functions of a specialised nature → difficult tasks and functions → specialised production functions → specialised research functions → professional functions • Tasks and functions are straightforward → defined → well defined and complex → complex → very complex • Work content requires occasional interpretation → some interpretation → frequent interpretation → greater analytical skills → advanced analytical skills → specialised analytical skills and in-depth analysis • Within an established framework → in the absence of an established framework	• Management duties and functions in respect of high-level production functions → specialist administrative functions → specialist technical functions → specialist professional functions • Policy development and management • Determination of direction and strategy • Functions are well defined and complex → complex • Work content requires some interpretation → frequent interpretation → analytical skills → comprehensive/holistic interpretation • Within an established framework → mostly in the absence of an established framework
Information and advice	• Receive instructions/guidance → procedural information • Single subject area → several closely related subject areas • Information is routine → straightforward → familiar but requires some interpretation	• Occasionally give advice on procedural matters → give factual advice → give advice on wide-ranging but related subjects • Several closely related subject areas → wide ranging but related subject areas • Convey procedural information • Information is straightforward → familiar but requires some interpretation within an established framework	• Give advice on procedural matters → procedural and policy matters → advice of a more advanced nature • Receive guidance/advice → procedural information • Several closely related subject areas → wide ranging but related subject areas • Information is familiar → may be unfamiliar and requires some interpretation → requires frequent interpretation • Within an established framework → in the absence of an established framework	• Give technical/technological advice → technical advice on procedural matters → technical advice on procedural and policy matters → technical advice of a more specialised nature (due to more experience) → technical advice of a highly specialised nature → expert advice of a technical/technological nature • Receive procedural instructions → procedural technical/technological advice and information	• Give factual advice on the completion of assigned duties → factual advice → advice on procedural and policy-related matters → professional advice → advice of a more advanced nature → more specialised advice → advice of a highly specialised nature → expert advice of a specialised/professional nature → definitive advice on policy matters • Receive instructions and guidance → procedural instructions and guidance → procedural and	• Give advice on procedural and policy matters → technical and specialised/professional advice → advice of a more specialised nature → highly specialised/complex advice that is available from only a few sources within the public service → advice to Minister • Receive technical/specialised/professional management information → spectrum of job information • Wide range of unrelated subject areas → several unrelated subject areas →

DISTINGUISHING FEATURES	STREAM OF WORK			
	ELEMENTARY OCCUPATIONS	CLERICAL	ADMINISTRATIVE	TECHNICAL
				- Several closely related subject areas → wide range of related subject areas → wide ranging but related subject areas → several unrelated subject areas - Information is straightforward → familiar → unfamiliar → mostly unfamiliar - Requires some interpretation → a degree of interpretation → analysis and interpretation → in-depth analysis and interpretation - Within an established framework → in the absence of an established framework
				SPECIALISED/PROFESSIONAL → professional information → management information - Several closely related subject areas → several closely related subject areas → wide ranging but related subject areas → a wide range of unrelated subject areas → several unrelated subject areas - Information is familiar → may be familiar or unfamiliar → may often be unfamiliar → is unfamiliar - Requires some interpretation → a degree of interpretation → analysis and interpretation → in-depth analysis and interpretation - Within an established framework → in the absence of an established framework
				MANAGERIAL - complex and wide-ranging subject areas - Information may be unfamiliar → may often be unfamiliar → unfamiliar - Requires collection and analysis of data → analysis and interpretation → in-depth analysis and interpretation - Within an established framework → mostly in the absence of an established framework
Problem-solving	Solve problems by applying standing instructions and processes → referring problems to supervisor → applying mainly routine job processes → referring to standard procedures → occasionally comparing various courses of action using mainly standard info → referring problems to supervisor	Solve procedural problems by applying standing instructions or procedures → applying mainly routine job processes → referring to supervisor → referring to established precedents → occasionally comparing possible courses of action based on mainly standard information → reach conclusions within narrow policy guidelines → analyse a variety of information with a number of possible outcomes	- Solve problems → procedural problems → technical/procedural problems → complex procedural problems → technical/technical problems → complex technical/technical problems → policy issues - Apply standing instructions or procedures → apply mainly routine job processes → refer to supervisor → apply standing operating procedures → refer to established precedents → refer to guidelines and standards → refer to narrow policy guidelines → refer to broad policy guidelines - Analyse a variety of mainly standard information that may result in a number of possible outcomes	- Solve problems by him/herself → procedural problems → complex procedural problems → professional problems → complex professional problems → complex management problems and policy issues - Apply standing instructions/procedures → apply routine job processes → refer to established precedents → refer to narrow policy guidelines → refer to broad policy guidelines - Analyse a variety of information from different sources and levels → refer to technical/professional standards and guidelines and established precedents → refer to narrow policy guidelines → complex information from different sources and levels → refer to broad policy guidelines - Evaluate the best courses of action → evaluate a wide range of alternative options → judgement is required to determine the best solutions/outcomes → evaluate a wide range of alternative options that may be totally new or unprecedented

STREAM OF WORK					
DISTINGUISHING FEATURES	STREAM OF WORK				
	ELEMENTARY OCCUPATIONS	CLERICAL	ADMINISTRATIVE	TECHNICAL	SPECIALISED/PROFESSIONAL
Additional features for supervisory/managerial levels	• Give advice on work procedures/processes • Give factual advice on completion of assigned duties • Give instructions on single subject area to subordinates	• Formulate/give advice on policies/legislation of a clerical nature	• Policy development and management • Specialist administrative functions • Complex work content • Requires frequent interpretation in the absence of an established framework • More specialised advice • Complex information • Wide range of unrelated subject areas • In-depth analysis • Refer to broad policy guidelines to solve problems • Analyse complex information from a variety of sources and levels • Judgement is required to evaluate best course/s of action	• Give limited work instructions to subordinates • Convey procedural information • Receive technical/technological management information • Several unrelated subject areas • Solve complex technical/technological management problems • Generic middle management functions	solutions/outcomes → use judgement to evaluate the best course/s of action → evaluate a wide range of alternative options that may be totally new or unprecedented • Requires advanced/specialised analytical skills • Gives highly specialised/expert/definitive advice • Receives management information • Several unrelated areas • Solve complex management problems and specialised/professional policy issues • Refer to broad policy guidelines • Evaluate a wide range of alternative options that may be totally new or unprecedented • Generic middle management functions • Management of policy processes and not necessarily resources

	Safety Level 2	Safety Level 3	Safety Level 4	Safety Level 5	Safety Level 6	Safety Level 7	Safety Level 8	Safety Level 9	Safety Level 10	Safety Level 11	Safety Level 12	Safety Level 13	Safety Level 14	Safety Level 15	GPD
Economic Growth and Jobs Economic Planning, Infrastructure and Coordination	Food Service Aid	None	Administration Clerk Driver with secondary functions	Accounting Clerk Administration Clerk	None	Administrative Support Officer Regional Record Management	Administrator Departmental Communications Officer	Assistant Director Regional Coordination	Appointments Secretary	Deputy Director Economist	None	Director Head of Office	Chief Director	Deputy Director General	None
Digital Economy Broadband Access and Usage			Driver/ Messenger Front Desk Assistant	Cashier Procurement Clerk		Personal Assistant SCM Officer, Asset Management Transport Officer	Language Practitioner SCM Practitioner State Accountant			Media Liaison Officer					
Green Economy Economic Enablement Economic Sector Support				Regality Clerk Secretary/ Receptionist											
Skill Development Business Revitalization															
Environmental Sustainability Environmental Governance Policy Coordination and Enforcement	Safety Level 2 Household Aid	Safety Level 3 None	Safety Level 4 Driver/Messenger	Safety Level 5 Accounting Clerk	Safety Level 6 None	Safety Level 7 Administrative Officer	Safety Level 8 Administrative Officer	Safety Level 9 Assistant Director	Safety Level 10 Appointment Secretary	Safety Level 11 Chief Land Use Regulator	Safety Level 12 None	Safety Level 13 Director	Safety Level 14 Chief Director	Safety Level 15 None	Chief Town and Regional Planner
Environmental Sustainability Environmental Quality	Driver		Driver with Secondary Functions	Administration Clerk Land Use Management Regulator		Chief Administration Clerk Records Chief Registry Clerk	Communication Officer Language Practitioner	Assistant Director Supply Chain Assistant Director Support Services		Deputy Director	Head of Office				Environmental Officer: Control
Development Planning Management Support				Secretary/Receptionist Supply Chain Management Clerk Transport/Registry Clerk		Chief Supply Chain Management Clerk City Systems Controller Personal Assistant	Occupational Health and Safety Officer State Accountant Web Content Developer	Principal Land Use Permit Regulator		Environment and Sustainable Development Coordinator Media Liaison Officer					Environmental Officer: Production
						Senior Land Use Management Regulator Supply Chain Management Practitioner									Specialized Environmental Officer
															Specialized Environmental Officer
															Specialized Environmental Officer
															GIS Technician: Control
															GIS Technician: Production
															GIS Technologist
															Town and Regional Planner Production
Housing Affordable Housing	Safety Level 2 Cleaner	Safety Level 3 None	Safety Level 4 Driver with secondary functions Driver/Messenger	Safety Level 5 Accounting Clerk Administration Clerk	Safety Level 6 Senior Property Inspector	Safety Level 7 Administrative Support Officer Chief Accounting Officer Chief Administration Clerk Chief Registry Clerk Personal Assistant	Safety Level 8 Core Officer Complaints Manager Performance Assessor Project Coordinator Planner Technical Compliance Manager	Safety Level 9 Assistant Director Complaints Manager Central Works Inspector	Safety Level 10 Appliances Secretary	Safety Level 11 Community Outreach Officer Deputy Director Media Liaison Officer	Safety Level 12 None	Safety Level 13 Director Head of Office	Safety Level 14 Chief Director	Safety Level 15 None	Architect
Human Settlement Implementation Management Support Services (CFO)	Messenger		General Foreman	Planning General Foreman Registry Clerk Secretary/Receptionist											Chief Construction Project Manager
Engineering Professions and related occupations															Chief Engineer
															Chief Town and Regional Planner
															Construction Project Manager
															Managerial Technical
															Control Engineering Technologist
															Control GSC Technician
															Engineering Technician
															GSC Technician
															Town and Regional Planner
Urban Infrastructure Road Programme Management	Safety Level 2 Cleaner	Safety Level 3 Laboratory Assistant	Safety Level 4 Comp Maintenance Supervisor Data Copier	Safety Level 5 Accounting Clerk Administration Clerk	Safety Level 6 Area Foreman Technical Assistant	Safety Level 7 Administrative Officer Administrative Branch Coordination	Safety Level 8 Administrative Officer OHSA Officer	Safety Level 9 Assistant Director Occupational Health and Safety Coordinator Office Manager	Safety Level 10 Appointment Secretary	Safety Level 11 Business Analyst Community Outreach Officer	Safety Level 12 None	Safety Level 13 Director Head of Office	Safety Level 14 Chief Director	Safety Level 15 Deputy Director General	African
Road Planning	Fuel Supply Assistant	Road Sign Assembler													Allian Fournon
Road Contract	Office Assistant	Road Worker	Driver with secondary functions Driver/Messenger :	Data Verifier Geo Technical Assistant		Administrator Development Roads Administrator and Line Secretariat Chief SCM Clerk	Project Administrator Quality Controller	Deputy Director Media Liaison Officer							Chief African
Road Departmental Operations	Road Worker	Store Accountant		Operator Heavy Equipment Registry Clerk SCM Clerk Secretary/Receptionist		Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager Project Office Manager SCM Officer State Accountant Technical Training Officer								Chief Engineer
	Shale Accountant	Tradesman Aid	Operator	Operator Heavy Equipment Registry Clerk SCM Clerk Secretary/Receptionist		Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager Project Office Manager SCM Officer State Accountant Technical Training Officer								Control Engineering Technician
	Store Assistant	Store Assistant	Operator Roadmarker	Registry Clerk SCM Clerk Secretary/Receptionist		Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager Project Office Manager SCM Officer State Accountant Technical Training Officer								Control Engineering Technician
	Store Assistant Fuel	Transporter Aid	Road Sign Manufacturer	Registry Clerk SCM Clerk Secretary/Receptionist		Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager Project Office Manager SCM Officer State Accountant Technical Training Officer								Control GSC Technologist
			Road Worker Supervisor	Specified Operator Grader Store Clerk Technical Assistant		Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager Project Office Manager SCM Officer State Accountant Technical Training Officer								Control Survey Technician
			Truck Driver Fuel Supply			Support Administration Clerk Cooking Officer Data and Information Administrator Personal Assistant Regional Foreman	Project Manager 								

Local Government Administrative 43 jobs Integrated Service Delivery Municipal Performance Monitoring and Support Disaster Management and Fire Brigade Services	Salary level 2	None	Salary level 3	Salary level 4	Salary level 5	Salary level 6	Salary level 7	Salary level 8	Salary level 9	Salary level 10	Salary level 11	Salary level 12	Salary level 13	Salary level 14	Salary level 15	Salary level 16	Salary level 17
	Driver	None	General Assistant	Driver with Secondary Functions	Accounting Clerk	Community Development Worker	Administrative Officer	Administrative Officer	Assistant Director	None	Deputy Director	Deputy Director	Director	Chief Director	Head of Department	None	Chief Engineer
	Messenger				Registry Clerk/Driver		Chief Accounting Clerk	Communication Officer (Public Relations)	Hardware / Network Analyst				JDMA Coordinator			Construction Project Manager	Chief Engineer
							Chief Registry Clerk	Community Development Worker	ICT Researcher and Development Specialist								Control Engineering Technician
					Supply Chain Management Clerk		Personal Assistant	Language Practitioner (Departmental Communication)	Information Specialist								GIS Technologist
								Senior Administrative Officer	Municipal e-Gov Support Analyst								
								Senior State Accountant	Office Manager								
								State Accountant	Software Analyst								
Municipal Mobility Delivery and Integration Mobility Regulation Traffic Management Government Motor Transport (GMT) Management Support Services	Salary level 2	Cleaner	General Assistant	Driver/Messenger	Accounting Clerk	Accounting Clerk	Administrative Clerk	Administrative Officer	Assessor	Appointment Secretary	Community Outreach Officer	None	Director: Traffic Training & Development	Chief Director: Transport Mobility Delivery & Integration	Head of Department	None	CEO
	Driver		Operator Scan Centre	Switchboard Operator	Administration Clerk	Administration Clerk	Provincial Inspector	Auxiliary Officer	Assistant Director	Assistant Director	Control Provincial Inspector						
	Messenger				Radio Operator		Chief Accountant	Communication Officer	Office Manager	Chief Provincial Administrator	Media Liaison Officer						
	Technical Aid				Registry Clerk		Chief Clerk	Project Office Manager	Project Office Manager	Chief Provincial Inspector	Operator License Administrator						
					SCM Clerk		Client Care Centre Agent	Inspector of Licences	System Support Coordinator		Transport Economist						
					Secretary/Receptionist		Client Liaison Officer	Language Practitioner									
							Contract Administration	Lost Control / Fraud Officer									
							Customer Relations	Monitoring Officer									
							ICT Systems Officer	Municipal Liaison									
							Principal Enforcement Information and Logistics Officer	Principal Provincial Operations									
Transferred Corporate Services (DPT) majority programme 1 posts Policy and Strategy International and Policy Programmes Strategic Management Information Finance and Administration Strategic ICT Services GTO Management Services Universal Application Services Connected Government and Infrastructure Services Organisational Development People Training and Empowerment	Salary level 2	Food Service Aid	Cook/Household Aid	Cashier	Accounting Clerk	None	Admin Support Officer	Administrative Officer	Assistant Director	None	Deputy Director	Deputy Director	Director	Chief Audit Executive	Deputy Director General	Head: Corporate Services Centre	Chief Engineer
	Groundman		Handyman	Driver with Secondary Driver / Messenger	Administration Clerk		Administration Clerk	Asset Management	Call Centre Manager		Business Analyst	International Relations		Chief Director	Director General		Chief GIS Professional
	Household Aid				Assistant Photographer		Support Officer	Case Manager	GFO Support Officer		Chief Risk Advisor	Policy and Strategy					Chief Psychometrist
	Housekeeper			Helpdesk Officer	General Foreman		Administrative Officer	Children's Communication Officer	Deputy Director		Specialised Services						Chief GIS Technologist
	Messenger			Principal Messenger	HR Clerk		Advanced Graduate Intern	Content Researcher	E-Government Team		Deputy Director						GIS Production Professional
				Receptionist	HRD Clerk		Assessment Centre Coordinator	Chief Network Technologist	ICT Team leader		ICT Team leader						GIS Technologist
				Switchboard Operator / Attendant	Legalised Support Officer		Administrative Secretary	Chief OD Practitioner									GIS Technologist
					Provision		Assistant Appointments Secretary	HR Practitioner	Community Forum Coordinator		Forensic Consultant						Principal Psychologist
					Registration Clerk		Call Centre Officer	HRD Practitioner	Contact Centre Assistant Manager		Forensic Investigations						Principal State Law Advisor
					Registry Clerk		Chief Accounting Clerk	Internal Auditor	EDI Practitioner								Psychologist

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)