

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DPSA014/2021	CLOSING DATE:04 FEBRUARY 2022		CLOSING TIME:11:00	
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE COMPETENCY- BASED ASSESSMENT SERVICES FOR SMS MEMBERS IN NATIONAL AND PROVINCIAL DEPARTMENTS FOR THE PERIOD OF FOUR(4) YEARS .				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Batho Pele House,					
546 Edmond Street,					
(C/O Hamilton Street),					
Arcadia					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane		CONTACT PERSON	Hlamalani Mavasa	
TELEPHONE NUMBER	012 336 1126/1389		TELEPHONE NUMBER	012 336 1292	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS	Hlamalani.mavasa@dpsa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, 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 state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed in full and submitted with the bid. Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers **must be indicated in paragraph 3 below.**

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

DECLARATION OF INTEREST

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / NA**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / NA**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you, your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

SBD 4

DECLARATION OF INTEREST

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document **must** form part of all bids invited. **Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

4.4.1	If so, furnish particulars:
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CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) **must** form part of all bids¹ invited. **Failure to fully complete this document and duly sign the declaration will result in your bid being disqualified.**
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 authorizes 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.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 not to compete.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

Have you submitted a proof of registration on the Central Supplier Database (CSD) with National Treasury?	YES	NO
In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)	YES	NO
Is the SBD 6.1 form fully completed and signed by the duly authorized person? (Failure to sign the SBD 6.1 will result in the invalidation of your bid)	YES	NO
Are the following forms fully completed and signed? 1. SBD 1 2. Declaration of Interest (SBD 4) 3. SBD 6.1 4. SBD 8 5. SBD 9		

.....
Signature

.....
Date:

PART A: SUMMARY

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE COMPETENCY – BASED ASSESSMENT SERVICES FOR SMS MEMBERS IN NATIONAL AND PROVINCIAL DEPARTMENTS FOR THE PERIOD OF FOUR (4) YEARS.

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE THE COMPETENCY–BASED ASSESSMENT SERVICES FOR SENIOR MANAGEMENT SERVICE.

1. PURPOSE

The purpose of these Terms of Reference is to invite bids from service providers to provide competency-based assessment services for senior management service in National and Provincial departments for the period of four (4) years.

2. INTRODUCTION AND BACKGROUND

On the 23 August 2000, Cabinet approved a package of measures aimed at reforming the Senior Management Service (SMS) in the Public Service. These measures are aimed at improving the State's ability to recruit, retain and develop competent Senior Managers. The Department of Public Service and Administration (DPSA) has prescribed competency assessment battery which is implemented in all National and Provincial Departments.

As part of the recruitment and developmental process, the DPSA wishes to establish a panel of service providers who will assist in providing competency-based assessment services for Senior Managers in the Public Service. The panel of service providers will be sourced and accredited by the DPSA. The DPSA will establish a database containing particulars of the accredited service providers as well as areas from which they operate. The accredited service providers will be engaged by departments as and when needed.

3. BID PERIOD

The bid will result in a panel of service providers being appointed for a period of four (4) years. The performance of the service provider will be evaluated annually against the expected performance standards which will be stipulated in the service level agreement. Please note that the assignments may vary and will not necessarily cover the entire period. Acceptance of any bid does not mean that work on an uninterrupted basis is guaranteed for the duration of the bid period. The services of each bidder must be available for a period of four (4) years.

4. CURRENT ASSESSMENT BATTERY

The prescribed assessment battery consists of competency assessment simulation exercises and psychometric instruments (Cognitive assessment and Occupational Personality assessment) as determined by the DPSA.

In future, the DPSA will be moving towards a virtual/online platform. It is therefore vital that service providers have the online/virtual capacity to manage such when introduced by the DPSA. Service providers are expected to provide the DPSA with ideas on how to conduct online assessments and the management thereof.

5. CONFIDENTIALITY

It will be expected from the Bidder (with staff members working on Public Service assignments) to sign an Oath of Secrecy since they will be entrusted with confidential information which may not be disclosed to other parties except when required by the relevant department.

The Bidder will ensure that all its staff members (full time and part time), or associates treat all information relating to the services as strictly confidential and adhere to all protocols as prescribed by the Health Professions Council of South Africa (HPCSA).

The Bidder will ensure that proper security procedures are implemented and maintained to restrict access of confidential information to the personnel involved in the services. Furthermore, it will also ensure that no confidential information is copied or reproduced without the department's or DPSA's prior written approval.

Copyright of the prescribed assessment battery belongs to the DPSA. Service providers are expected to protect the content and ideas as contained in the assessment battery. The assessment battery may not be used nor duplicated for assessments other than as required for the Public Service, and must be returned at the end of the bid contract.

6. ASSESSMENT PROCESS

The assessment process should preferably take place over one and a half days. Verbal feedback must be provided to each candidate following the assessment.

A comprehensive written report outlining the assessment results must be provided to the relevant department within three working days after the assessment. All reports must also be sent to the Chief Director: Human Resources Development at DPSA on a monthly basis on a memory stick. Service providers will be provided with reporting templates. All assessment data must be captured on the template provided by DPSA and submitted on the last working day of every month by the service provider.

7. TRAINING ON THE ASSESSMENT EXERCISES TO BE USED

Service providers must make themselves available for a training workshop which will be conducted by the DPSA. This workshop will encompass the necessary training in terms of administration, scoring and interpretation of the assessment exercises. Service providers will be accredited to use the prescribed assessment exercises following the training. At least two qualified staff members (preferably more) from each service provider must attend the training workshop. Service providers must undertake to transfer skills to their staff members and ensure that all staff that will be conducting the assessments are fully trained and accredited. The DPSA will cover the costs of the first training workshop on the prescribed simulation exercises only. **No** other costs will be covered by the DPSA for example, training on psychometric instruments that are part of the assessment battery, travel and accommodation, accreditation of the consultants or hourly rate etc.

8. QUALITY ASSURANCE

DPSA reserves the right to have the validity of the documents submitted by the services provider verified.

If, as a result of the inspection or examination, DPSA decides that the services or any part thereof is defective or otherwise not in accordance with the bid and service level agreement, the department may reject such work and will notify the service provider in writing stating its reasons. The service provider will then make good the defect and ensure that rejected work complies with the bid specifications and service level agreement. If such rejection causes the service provider to incur additional costs, neither the DPSA nor the respective department will be responsible for such costs.

DPSA will have the right to evaluate the services of service provider at any time.

9. PERFORMANCE OF SERVICES

The successful service providers will exercise all reasonable skills, care and diligence in the discharge of obligations in terms of the duties allocated to them and will perform all services in accordance with the highest ethical standards consistent with their specific profession and applicable to the objectives of the Public Service.

If for any reason the service providers find themselves incapable of undertaking and completing the services as prescribed, they will notify the department and Chief Director: Human Resource Development at DPSA immediately stating the full reasons in writing.

10. REMUNERATION

It should be borne in mind that individual departments have the responsibility of paying for the services rendered and it is not the responsibility of the DPSA to pay off debt incurred by other departments. The service provider must sign a separate service level agreement with each department when conducting the services.

11. CANCELLATION

The DPSA reserves the right to cancel any contract if the successful bidder fails to adhere to the conditions of the respective contract, in which case payments due in terms of the agreement will be forfeited by the service provider.

In the event of termination of the contract/service level agreement for whatever reason, the successful Bidder shall deliver on demand and without the right of retention, all documents and information gained in terms of this agreement to the DPSA.

12. THE ROLE OF THE DPSA

In terms of the appointment of the panel of service providers, the DPSA will play a leading role in the bidding process that will inform the appointments. This will include, amongst others, the preparation of the bidding documents, adverts, communication related to the bidding process, the drafting of the contracts and actual contract negotiations for the appointment on the panel of accredited service providers.

The DPSA shall set norms and standards to ensure uniformity related to the following areas:

- a) the price structure and review of the fees payable for the consultancy service rendered by an accredited service provider and pricing shall be reviewed in 2023 and 2025.
- b) the turnaround times that should be adhered to, by the stakeholder to ensure compliance with standards set in the legal framework;
- c) the minimum standards of monthly/quarterly reports that the accredited service providers must submit to the DPSA and Departments; and
- d) the renewal of appointments of the panel of accredited service providers upon expiry of the term of appointment, if required.

The DPSA shall monitor and evaluate the application of competency based assessments, as well as the contracts concluded with a panel of accredited service providers through-

- a) annual reports from the service provider to the DPSA;
- b) quarterly information sharing sessions;
- c) performance review sessions; and

- d) individual meetings with the service provider and the DPSA shall take place as and when the need arises.

13. THE ROLE OF THE SERVICE PROVIDER

In addition to the mentioned obligations of the Bidders in this document, the primary role of the successful Bidders is to adhere to the professional and obligatory requirements of the service level agreement.

The above is a brief indication of the roles of stakeholders in the process. However, the appointed service providers will be required to sign a service level agreement which will cover expectations in greater detail.

14. EVALUATION OF BIDS AND CRITERIA FOR EVALUATION

The DPSA will use the information submitted by the service provider to evaluate the proposals against the following criteria.

Service providers will be evaluated on functionality. The minimum qualifying threshold on functionality is **80 points**. All bidders who score less than **80 points out of 100 points** will not be considered.

Bidders must submit their functional proposal in a sealed envelope/file with the name of the bidder, closing date and time, and the bid number clearly indicated on the envelope/ file. This envelope/file should only contain the functional proposal and compulsory forms; SBD1, 4, 6.1, 8, 9 and General Condition of Contract, certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or Sworn Affidavit, as well as a copy of recent detailed Central Supplier Database (CSD) report. **There is no need to submit financial information as the DPSA will pre-determine the price.**

Evaluation points will be allocated using the table below.

Key scores

Score	Description
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

Functionality evaluation

No.	1. Qualitative aspects	Weight
1.1	Capacity to provide competency assessments across several provinces/areas as outlined	20
	1 A service provider does not have capacity to provide services across the provinces.	
	2 A service provider has capacity to provide services and qualified human capacity (full time personnel/ associates/ representative) in 1 - 3 provinces.	
	3 A service provider has capacity to provide services and qualified human capacity (full time personnel/ associates/ representative) in 4 - 5 provinces.	
	4 A service provider has capacity to provide services and qualified human capacity (full time personnel/ associates/ representative) in 6 - 8 provinces	
	5 A service provider has capacity to provide competency assessments services and qualified human capacity (full time personnel/ associates/ representative) in all nine provinces.	
2	Experience of service provider in conducting online/virtual competency assessments and the capacity to manage such assessments.	10
	1 No Experience.	
	2 3 years in conducting online/virtual competency assessments and the capacity to manage such assessments.	
	3 4 to 7 years in conducting online/virtual competency assessments and the capacity to manage such assessments.	
	4 8 to 12 years in conducting online/virtual competency assessments and the capacity to manage such assessments.	
	5 More than 12 years in conducting online/virtual competency assessments and the capacity to manage such assessments.	

3	Experience of service provider in conducting competency based assessments at a senior and executive managerial level.	20
1	No Experience.	
2	5 years or less in the field.	
3	6 to 10 years in the field.	
4	11 to 15 years in the field.	
5	More than 15 years in the field.	
4	Qualification of staff and years of experience	20
1	Staff not suitably qualified.	
2	Less than 5 qualified psychologists and/ or psychometrists with valid licenses that are able to perform level 1 and/ or level 2 assessments. Company provided substantial and clear evidence to support.	
3	Between 5-9 qualified psychologists and/ or psychometrists with valid licenses that are able to perform level 1 and/ or level 2 assessments. Company provided substantial and clear evidence to support.	
4	Between 10-14 qualified psychologists or psychometrists with valid licenses that are able to perform level 1 and/ or level 2 assessments. Company provided substantial and clear evidence to support.	
5	15 or more qualified psychologists and/ or psychometrists with valid licenses that are able to perform level 1 and or level 2 assessments. Company provided substantial and clear evidence to support.	
5	Experience in the continuous development and maintenance of competency assessments tools.	20
1	No experience.	
2	5 years' experience or less in the field.	
3	6-10 years' experience in the field.	
4	11-15 years' experience in the field.	
5	More than 15 years' experience in the field.	

6	Track record and references	10
1	No written references (as a company) in providing a service of this nature and magnitude.	
2	Record of written references (as a company) in providing a service of this nature and magnitude from 2 organisations.	
3	Record of written references (as a company) in providing a service of this nature and magnitude from 3 organisations.	
4	Record of written references (as a company) in providing a service of this nature and magnitude from 4 organisations.	
5	Record of written references (as a company) in providing a service of this nature and magnitude from 5 organisations.	
Total weighting of the qualitative aspects		100

15. QUALIFICATION OF STAFF

A maximum of two pages Curriculum Vitae (CVs) and valid registration information with the HPCSA of all staff members who will be involved in the process must be submitted (information on the CVs must be in line with table 13, page 21, Part C of this ToR). Service Providers are required to ensure that all information pertaining to qualifications and professional registrations have been verified. Should it be found that a Service Provider has not been honest in respect to its personnel, such a Bidder may be disqualified. The DPSA shall accept that the certified copies of the professional registration and qualifications are true and have been verified by the service provider.

All staff who are involved in the administration, scoring and interpretation of results with regard to competency assessment as well as those who will be giving feedback to the candidates and writing the reports must be appropriately qualified.

15.1. Level 1

This level of staff will be suitable to assess candidates for Director and Chief Director positions. This level of staff must as a minimum, be registered Psychometrists. Experience with regard to senior managerial assessments (5-9 years) will be a strong recommendation.

15.2. Level 2

This level of staff will be suitable to assess candidates for Deputy Director-General and Director-General positions. This level of staff must be registered as Psychologists as a minimum requirement. Extensive experience with regard to senior and executive managerial assessments (5-9 years) will be a strong recommendation.

The service provider will notify DPSA's Chief Director: Human Resource Development in advance of any change in the personnel as identified in the Bid documents. Written approval must be obtained prior to the utilisation of such personnel. The personal particulars and curriculum vitae of any new personnel must be submitted for approval. A telephonic or virtual interview may be conducted with any new personnel submitted. Service providers must ensure that any new staff members are properly trained in the administration, scoring and interpretation of the assessment tools and report writing thereof.

In the event that the service provider fails to notify the DPSA as contemplated above, the department shall not be held liable for costs incurred by the service provider as a result.

16. EXPERIENCE IN THE CONTINUOUS DEVELOPMENT AND MAINTENANCE OF COMPETENCY ASSESSMENT TOOLS

A clear indication of tools used by the Bidders as well as their understanding thereof must be indicated. Bidders must indicate whether they have been trained and accredited to use the psychometric tools they specify.

17. TRACK RECORD AND REFERENCES

The Bidder(s) must, to the satisfaction of the DPSA demonstrate that they have successfully conducted competency assessments with organizations of similar size as the Departments and provinces. For this purpose, the Bidder must provide information and references for current and past implementation and maintenance of competency based assessments. The size, industry and products of these customers must be described as well as the types of services provided. The

Bidders should include a summary of all recent reviews by its customers and should note the number and type of non-compliance with performance levels that were identified.

18. EXPERIENCE OF SERVICE PROVIDER IN CONDUCTING COMPETENCY BASED ASSESSMENTS AT A SENIOR AND EXECUTIVE MANAGERIAL LEVEL.

Proven experience as a company in respect to the conducting of competency-based assessments at senior and executive management level.

19. EXPERIENCE OF SERVICE PROVIDERS IN CONDUCTING ONLINE/VIRTUAL COMPETENCY ASSESSMENTS

Proven experience as a company in respect to conducting online/virtual competency assessments. A service provider must have proven experience in conducting online/virtual competency assessments.

20. CAPACITY OF THE SERVICE PROVIDER

Service Providers who have capacity to provide competency assessments services and qualified human capacity (full time personnel/associates/ representatives) in all nine provinces will score higher in respect to criterion 1. Service Providers must comply with the assessment requirements, regulations and directive/protocol regarding COVID-19. Bidders to indicate mechanisms that are in place to deal with COVID-19 or any pandemic during assessments. The DPSA may conduct site visits to shortlisted service providers if deemed necessary.

These visits will be considered as part of the Bidder's capacity to provide the service levels, quality of service and operations necessary to support the DPSA's requirements. Assessments may be conducted at the relevant department's premises should the service provider not have offices in that particular province.

21. ENQUIRIES:

For bid enquiries kindly contact:	Ms Lorraine Masenya	@ 012 336 1126
For technical enquiries kindly contact:	Ms Hlamalani Mavasa	@ 012 336 1292
	Mr Lawrence Tsipane	@ 012 336 1208

PART B: GENERAL SUBMISSION CONDITIONS, INFORMATION AND INSTRUCTIONS

Bidders must take note of the following conditions and instructions:

1. ISSUER

The Department of Public Service and Administration issues this request.

2. PREPARATION OF BIDS/MANDATORY REQUIREMENTS

As indicated earlier, the intention is to appoint a panel of service providers from which Departments could select and contract to render the competency assessment service for senior managers described in this Bid.

A Bidder submits single response/proposal to the Bid. The Bidder must respond fully to the request for information noted in the Bid. As a minimum, each item must be responded to as prescribed. (Also, refer to the framework provided for responses elsewhere in the Bid). A Bidder may provide additional information on relevant items.

Bid documents are checked for completeness, incomplete bid documentation will not be considered. A bid may be rejected if:

All relevant forms are not completed and signed as specified and all the required documents are not submitted.

2.1 In summary, ensure that in addition to mandatorily completing Part C (Annexure A), the following must also be attached (Mandatory requirements):

- (a) The company profile detailing infrastructure, experience, offices and capacity and track record;**
- (b) Abridged CVs (a maximum of 2 pages) of assessors including proof of valid and certified qualifications and proof of registration documents with the professional body;**
- (c) Written reference from previous clients;**
- (d) Ideas in conducting and managing online/virtual competency assessments**
- (e) Bidders are required to submit seven (7) copies of their bid, i.e. one (1) original and six (6) copies.**

- (f) **Proof of registration on the Central Supplier Database with National Treasury.**
- (g) **Prospective bidders responding to this bid must be registered as a Service Provider on the Central Supplier Database (CSD). If a Service Provider is not registered on the CSD, such Provider should complete the registration process prior to submitting a proposal. Refer to <http://secure.csd.gov.za> to register as a Service Provider. Ensure that all documentation on the database is updated and valid. No bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.**
- (h) **Bidders must submit their functional proposal in a sealed envelope/file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope/ file.**
- (i) **Bidders to submit a company resolution or a letter of authority as per SBD1**

It is the responsibility of the company to ensure that all relevant documents are attached; signed by the authorised individual and complete. **Failure to comply with the requirements as stipulated will result in disqualification/exclusion from any further evaluation. All Standard Bidding Documents (SBDs) must be submitted with the bid proposal on or before closing date and time. SBD 1, SBD 4, SBD 6.1, SBD 8 and SBD 9 must be fully completed and signed.**

The DPSA reserves the right not to appoint the panel of service providers as it deems fit.

3. ACCEPTANCE/REJECTION OF BIDS

The DPSA reserves the right to accept or reject, wholly or in part, any of the proposals submitted in response to this Bid within its sole discretion and having due regard to any applicable legislation or regulations.

The Bidder/s whose proposal are accepted will be required, respectively, to enter into an agreement with the DPSA relating to the implementation, application and maintenance of the competency assessment service.

Since the individual Departments will be responsible for the payment of services provided by a service provider, the service provider of the department's choice must enter into a separate agreement with the said departments.

These agreements will govern the relationship between the parties and will contain key performance indicators and, where applicable, sanctions for non-compliance. The said agreements with DPSA must be concluded before an individual department can enter into an agreement with the Service Provider of their choice.

The terms and conditions of this Bid and the selected proposal(s) will be incorporated into the agreements as part of the contractual obligations of the successful Bidder, it being specifically provided that the respective Bidder will be bound by any statements and representations made in its proposal. Failure by any of the successful Bidder(s) to accept the terms and conditions contained in this Bid and the submitted proposal, or a failure by the parties to conclude the required agreements by the date stipulated will entitle the DPSA and/or individual department to cancel the agreement without prejudice to any rights or claims for damages which it may have. Neither the DPSA, nor the individual department will have any obligation whatsoever vis-à-vis the Bidder/s should the award of the contract be so terminated.

4. PRESENTATION

A Bidder **may** be expected to make a presentation of a maximum of 20 minutes to the Bid Evaluation Committee who will evaluate the Bid. The Bidder should also be able to answer questions related to any aspect related to the bid.

The DPSA will notify the Bidder of the date and venue or mode where the presentation will take place should such be required.

5. SUBMITTING BIDS

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

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

6. LATE BIDS

Bids received late will not be considered.

7. NEGOTIATION AND CONTRACTING

The content of this Bid, the selected proposal as well as service level agreements will be included as part of the contractual obligations of the successful Bidder/s, if a contract ensues. Failure of the successful Bidder to accept the obligations stated within the Bid and the submitted proposal, unless otherwise agreed to in writing by both the Bidder and the DPSA may result in cancellation of the contract.

A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated person of both parties.

8. INTELLECTUAL PROPERTY

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

PART C:

ANNEXURE A

APPLICATION FOR REGISTRATION ON PANEL OF SERVICE PROVIDERS

(All information on this form will be treated as confidential – Ensure that this information is completed in full even if the company has attached additional documentation; failure to complete in full may result in disqualification even if Bidders have supplemented this Bid with attachments). Mandatory attachments as required must be submitted (Note paragraph 2 of Part B).

Please complete the form with a black pen

1. Name of applicant: _____
2. Trading as: _____
3. Date firm/company established: _____
4. Number of years of experience a company conducting the Competency-based assessment at senior managerial level: _____
5. Type of firm/enterprise:
 - Partnership
 - One-person business
 - Closed corporation
 - Company
 - Incorporated company
 - (Pty) Limited
 - Institution
 - Organisation
 - Other (specify)
 - (Tick where appropriate)

6. HEAD OFFICE: _____

6.1 Contact person: Prof/Dr/Mr/Ms _____

Telephone Number: _____

Fax Number: _____

Cellphone Number: _____

E-mail Address: _____

6.2 Postal address: _____

_____ Code: _____

6.3 Physical address: _____

7. Do you have capacity in the following provinces?

Province	Offices			Town or city within Province	Number of Psychologists	Number of Psychometrists
	Yes	No	A/R			
Gauteng						
Free State						
Eastern Cape						
Kwa-Zulu Natal						
Limpopo						
Mpumalanga						
North West						
Northern Cape						
Western Cape						

***A stand for “Associates” and R stand for “Represented”.**

8. Local/overseas associates: _____

9. List all Emotional Intelligence (EI) Tools your company is familiar with

Name of EI Tool	Name of Organisation where EI Tool provided	Combined experience in years using this tool

10. List all Integrity Assessment (IA) Tools your company is familiar with

Name of IA Tool	Name of Organisation where IA Tool provided	Combined experience in years using this tool

11. Total number of years in conducting online/virtual competency assessments and a list of all clients where online/virtual assessments were conducted.

11 (a) Specify total number of years in conducting online/virtual competency assessments and the names of personnel who were involved in conducting such assessments

Total number years of experience in conducting online/ virtual competency assessments as a company	Personnel that conducted the online/virtual competency assessments and number of years.

11(b) The service provider to provide the DPSA with a list of all clients where online/virtual assessments were conducted.

Client company/ Organisation	Year conducted	Contact person/ Telephone no

12. References (Please list your five biggest clients over the last three years in terms of competency assessments). **Written references from the clients stipulated must also be attached.**

Client company/ Organisation	Type of work done	Contact person/ Telephone no

***Complete the columns**

13. Experience in the continuous development and maintenance of competency based assessment tools.

Number of years' experience in the continuous development and maintenance of competency based assessment tools as a company _____

List of personnel who have participated in research based process within the company	Number of years of participation in research based projects	Clients

14. Please complete the following table and attach a **two (2)** page (maximum) curriculum vitae of all staff members who will be involved in the delivery of services of competency assessments process.

Name	Qualifications and HPCSA registration number	Indicate whether individual is a Psychologist or Psychometrist	Relationship to the Bidders (Full time staff, part time staff, associate etc)	No. of years' experience in conducting competency-based assessments	No. of years' experience in Senior Management Assessments	No. of years of Employment/ Association with the Service Provider

*Proof of qualifications and registration must be attached, certified as valid.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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.