



Custodian of Good Governance

**OFFICE OF THE PUBLIC SERVICE COMMISSION
REPUBLIC OF SOUTH AFRICA**

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ABSA Towers Building, Cnr Lillian Ngoyi & Pretorius Streets, Pretoria, 0002

Enquiries Ms. R Sibanda Reginas@opsc.gov.za (012) 352 1104 **Bid OPSC 004/15**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF THE PUBLIC
SERVICE COMMISSION (PSC) DATA CENTRE**

REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION

1. Kindly furnish us with a bid for the services shown on the attached forms.
2. The General Contract Conditions (GCC), Special Requirements and Conditions of Contract (SCC) as well as the SBD1, SBD2, SBD 3.3, SBD4, SBD6.1, SBD8, and SBD9 are attached for completion.
3. These forms must be returned with your bid. Each bid document must be submitted in an envelope together with the required documents stipulating the following information: Name and Address of the Bidder, Bid Number and closing Date of Bid.
4. A briefing session will be held on 03 February 2016 at 10h30 to discuss the specifications/ Terms of Reference.
5. The bid should be mailed to The Director-General, Office of the Public Service Commission, Private Bag X121, PRETORIA, 0001 attention: Director Supply Chain Management and Security Services, to reach the destination no later than the closing date and time or must be deposited in the bid box at Commission House, corner Pretorius and Lillian Ngoyi, no later than the closing date and time (i.e. 12 February 2016 at 11h00).

Adji Coetzer

SUPPLY CHAIN MANAGEMENT

DATE: 28 January 2016



PROVINCIAL OFFICES:

Free State T: (051) 448 8696 F: (051) 448 4135 **Eastern Cape** T: (043) 643 4704 F: (043) 642 1371 **KwaZulu-Natal** T: (033) 345 9998 F: (033) 345 8505
Gauteng T: (011) 833 5721 F: (011) 834 1200 **Northern Cape** T: (053) 832 6222 F: (053) 832 6225 **Mpumalanga** T: (013) 755 4070 F: (013) 752 5814
North West T: (018) 384 1000 F: (018) 384 1012 **Western Cape** T: (021) 421 3980 F: (021) 421 4060 **Limpopo** T: (015) 291 4783 F: (015) 291 4683

PARLIAMENTARY OFFICE T: (021) 418 4940 F: (021) 418 1362



Terms of Reference for the Appointment of a Service Provider to Supply, Design, Develop, and Implement a Customised Data Base and Performance Reporting Solution for the Public Service Commission

RFP / Bid number:

Compulsory briefing session

Date : 03 February 2016

Time : 10:30

Venue : ABSA TOWERS Cnr Pretorius and Lillian Ngoyi Streets, Pretoria CBD

Boardroom : 22nd Floor

Bid closing date: 12 February 2016 at 11:00

1. Concise need description

The Public Service Commission (Commission) uses multiple data sources that increase continuously. This makes the delivery of business acumen difficult. The Commission seeks to appoint a service provider that has extensive experience in implementing reporting solutions. These solutions should enable the Commission to:

- Store, mine, analyse, and present such data.
- Quickly respond to requests for data.
- Provide performance data in a more meaningful way.
- Increase access to relevant information.
- Facilitate collaboration and knowledge sharing.

2. Background

The Public Service Commission (Commission) was established in terms of Section 196 of the Constitution of the Republic of South Africa, 1996, with the view of becoming a champion of public administration excellence in democratic governance in the country. It serves to promote the constitutionally enshrined democratic principles and values of the Public Service by investigating, researching, monitoring, evaluating, communicating, and reporting on the organisation and administration of the Public Service. This mandate also entails the evaluation of the performance, or lack thereof, of Government departments. The Commission also

has an obligation to promote measures that would ensure effective and efficient performance within the Public Service and to promote the values and principles of public administration as set out in Section 195 of the Constitution, 1996. Therefore, this performance reporting/business intelligence solution is not about the performance of the PSC but of the public service.

3. Organisational Environment

3.1 Structure

The Constitution stipulates that there is a single Commission for the Republic of South Africa, consisting of fourteen members, five of which are appointed on the recommendation of the National Assembly. One member is appointed from each of the nine provinces, after nomination by the Premier of the province. The Commission is accountable to and must report annually to the National Assembly. It must also report on its activities in each province to the legislature of the province concerned.

3.2 Employees

In line with the Constitution as mentioned above, the Commission comprises 14 Commissioners: 5 Pretoria-based Commissioners, and one Commissioner resident in each province. A Chairperson heads the Commission. The Office of the Public Service Commission (OPSC) supports the Commission and is headed by a Director-General (who is the Accounting Officer). The OPSC's Head Office is in Pretoria and one Regional Office in each province. These offices serve as a base for the provincially based Commissioners and are administered by Regional Directors, with a small staff complement.

3.3 Key Performance Areas

The work of the Commission is structured around six Key Performance Areas (KPA's) – listed below.

3.3.1 Labour Relations Improvement

Conduct investigative research and provides advice on complaints, grievances, labour relations practices and policies.

3.3.2 Leadership and Human Resource Reviews

Promote a high standard of public service leadership and encourage best practices in human resource policies.

3.3.3 Governance Monitoring

Promote good governance and improve governance practices in the Public Service.

3.3.4 Service Delivery and Compliance Evaluations

Promote improved service delivery through public participation and monitoring of quality audits.

3.3.5 Public Administration Investigations

Undertake audits and investigations into public administration practices.

3.3.6 Professional Ethics

Promote a high standard of ethical conduct among public servants and contribute to preventing and combating corruption.

4. Purpose of the Solution

The purpose of the solution is to collate data, information, reports, statistics into a single knowledge management system which will enable the PSC to compare, monitor and evaluate and improve oversight over government entities as contemplated in Section 195 (1) of the Constitution.

5. Motivation for a Performance Reporting Solution

The OPSC currently generates reports through excel spread sheets. This, combined with various disparate sources of data and no single platform for information sharing, reduces the effectiveness of the organisation. Data exists in various formats, mostly spread sheets. These are then manually collected, aggregated, and reports are produced. This is both time consuming and labour intensive, resulting in reactive and static reporting. These inefficiencies in management and reporting make it difficult for Information and Communication Technology (ICT) to be agile in responding to changing business requirements. The PSC has thus identified a need for a Performance Reporting Solution across the department. This stems from a need from the organisation to enhance its business through the following:

- Reporting on data residing across a number of sources (internal to the PSC as well as a variety of public service sources) that are not integrated and in spread sheet format.
- Automation of data collation, summarisation and reporting.
- Presentation of information through various reporting formats (both static and dynamic) (Dashboards, Graphs, KPI's, etc.) with web, mobile and off-line capabilities both pre-designed or programmed reports and query capability.

A significant part of data capturing and analysis will be done in the provincial offices.

6. Beneficiaries of the solution

- The Public Service Commission (PSC).
- The Office of the Public Service Commission (OPSC).
- Cabinet, Executive Councils.
- Parliament and legislatures.
- Department of Performance Monitoring and Evaluation (DPME).
- Departments (National & Provincial).
- Offices of the Premier.
- General Public.
- Centre of Government Departments (e.g. Treasury (NT), Department for Public Service and Administration (DPSA).
- Academia.

7. Scope/Specifications of a Performance Reporting Solution for the Public Service Commission

The details of the requirements identified by the Commission are listed in the Specifications Table below.

Specifications	Comply/Not Comply
7.1 The successful service provider will be required to supply, design, develop and implement a customised web based Performance Reporting Solution that supports the PSC's reporting to Parliament on the performance of the	

Specifications	Comply/Not Comply
Public Service against the nine values in Section 195 of the Constitution.	
7.2 The solution should have the ability to import data from various sources, inside and outside the PSC, in various formats, as well as capturing data from hard copies.	
7.3 The solution must have the ability to create customised dashboards, graphs, KPIs, etc. to support the PSC in delivering on its mandate.	
7.4 The system must support the process of collating, measuring, and reporting on the nine values in Section 195 of the Constitution.	
7.5 The system should support data interrogation and visualisation, trend analysis and related performance reports that will facilitate the PSC's reporting to Parliament and other clients of the PSC on the performance of the Public Service. The type of analysis used should be both through the application of pre-set performance indicators or through identifying patterns in data sets without the benefit of pre-set performance indicators.	
7.6 The system should produce graphs, dashboards, and tables, which will not only indicate key performance area trends, projections and alerts, but should also use analytics to identify and explore important relationships between metrics and evaluate opportunities, thus allowing for well-informed decisions and adjustments to public service systems and practices.	
7.7 The system must provide Management Information and Reports that are both customisable and dynamic. The reports should amongst others answer questions relating to (refer to the Barometer and M&E framework respectively attached at Appendix A and B for more detail): <ul style="list-style-type: none"> ➤ Financial Disclosure and Misconduct ➤ National Anti-Corruption Hotline ➤ Management of precautionary suspensions ➤ Audited expenditure ➤ Audit findings ➤ Achievement of outputs ➤ Unauthorised, irregular, wasteful and fruitless expenditure ➤ Poverty headcount, Job creation and Social wage ➤ Payment of invoices ➤ Presidential hotline ➤ HoD evaluations ➤ Accessibility and accuracy of information ➤ Vacancy rates ➤ Personnel Management 	
7.8 The system must have the ability to perform forecasting and advanced analytics on current and historic data. The system should also have the ability to identify patterns, trends, and associations quickly in information that was previously not visible.	
7.9 Design, develop, and implement Executive Reports to facilitate quicker, evidence-based decision-making.	
7.10 The system must allow multiple user access to the system with various levels of security to upload, download, and access the related information while providing full auditability of the system changes and users.	
7.11 The system must be accessible via a web browser and should support growth in user volumes (scalability).	
7.12 The software used to develop the data base should allow the users to make changes such as adding or removing indicators and should not be dependent on the service provider if any changes that need to be done.	

8. System Specifications

The following will be considered when selecting a software solution in order to ensure compliance with ICT technical standards:

Details	Comply/Not Comply
8.1 The system should be simple enough so that, after implementation of the solution, staff of the PSC will be able to re-design/adjust all input forms, data tables, links between data tables, analytical formulas, reports, and graphs. The system should enable PSC staff to work with and analyse data. Indicators will change, as will the way we present data and findings. Similarly, our own insight will develop and reveal new trends in the data. So, the solution should not depend on pre-set formulas and templates and should not make the PSC dependent on consultants to adjust any of the parameters of the system.	
8.2 <u>Interoperability:</u> <ul style="list-style-type: none"> ➤ The system must be able to operate across a heterogeneous environment comprising various platforms and must be Web-based. ➤ The software application should be able to interface/ integrate with other software applications within the PSC. 	

Details	Comply/Not Comply
<p>➤ The system should be able to perform the same functions across all environments and platforms.</p>	
<p>8.3 Scalability: The project is scalable according to indicator. The output of the project will be a data set and an analytical report for each indicator. The consultant should build the BI solution for the following 15 indicators.</p> <ul style="list-style-type: none"> ➤ Financial Disclosure Framework. ➤ National Anti-Corruption Hotline. ➤ Financial Misconduct. ➤ Management of precautionary suspensions. ➤ Audited (over/under) expenditure as a % of adjusted budget. ➤ Outputs planned and achieved. ➤ Work opportunities created by the Expanded Public Works Programme (EPWP). ➤ Work opportunities created by the Community Works Programme (CWP). ➤ Invoices settled within 30 calendar days from date of receipt. ➤ All staff are held accountable through performance management. ➤ Annual Performance Assessments completed. ➤ Vacancy Rate – Professionals and Senior Managers. ➤ Posts filled additional to the establishment. ➤ Average length of time in months to fill a post. ➤ Backdated Terminations. <p>NB: Refer to annexure A for a detailed explanation of the indicators.</p>	
<p>8.4 The system must use the existing Active Directory (AD) for user profiles and security authorisation throughout all applications in support of data governance and IT policy implementation. It should also provide a single easy to use interface for the management thereof as well as data, servers, etc.</p>	
<p>8.5 The system should provide the following management information:</p> <ul style="list-style-type: none"> ➤ Audit Trails. ➤ Performance of the system. ➤ System reports: where statistical reports are produced relating to unlawful access attempts. 	
<p>8.6 Analytical Tool: The development of the solution should be done in Microsoft SQL reporting services and should be able to, amongst other, perform the following:</p> <ul style="list-style-type: none"> ➤ Provide detailed analysis through its capability to perform drill-down. ➤ Consolidate information rapidly from any data source. ➤ Visualize data with state-of-the-art graphics. ➤ Forecasts, trends and 'what-if' scenarios. ➤ Self-service custom apps and dashboards. ➤ Accessible anywhere: desktop, mobile, cloud, etc. 	

9. Areas to be addressed

Please elaborate in detail how your solution will address the following key areas:

9.1 Information Delivery and Analysis

Key areas to be addressed – Information delivery and analysis	Solution to address the individual key areas
<p>Reporting — Reporting provides the ability to create formatted, dynamic, and interactive reports, with or without parameters, with highly scalable distribution and scheduling capabilities. In addition, the solution should handle a wide array of reporting styles (e.g. financial, operational and performance dashboards), and should enable users to access and fully interact with content delivered consistently across delivery platforms. The solution must cater for predefined reports but also allow users to develop their own reports.</p>	
<p>Dashboards — This subset of reporting includes the ability to publish formal, web-based or mobile reports with intuitive interactive displays of information, including a variety of graphical formats such as dials, gauges, bar/pie charts and scatter/ bubble plots. The displays should indicate the state of a particular metric, and may be compared with a goal or target value.</p>	
<p>Ad hoc query and Remote Access— This capability enables users to ask their own questions of the data, <u>without relying on IT to create a report</u>. In particular, the tools must have a robust semantic layer to allow users to navigate available data sources. These tools should include an</p>	

Key areas to be addressed – Information delivery and analysis	Solution to address the individual key areas
<u>analysis capability</u> that enables users to access content and analyse data remotely.	
Mobile — This capability enables organizations to deliver report and dashboard content to mobile devices (such as iPads and tablets) in a publishing and/or interactive (bidirectional) mode, and takes advantage of the interaction mode of the device (tapping, swiping and so on) and other capabilities not commonly available on desktops and laptops.	
Query Performance and Ease of Use — This must enable end users to analyse data with extremely fast query and calculation performance. Users must be able to navigate multiple reports and tabs easily within a report. In addition, these tools should offer query governance and auditing capabilities to ensure that queries perform well. <u>The envisaged system should provide self-service type capabilities by shielding end users from complex underlying data structures and in so doing reduce the dependency on IT.</u>	
Interactive visualization — This should give Commission users the ability to display numerous aspects of the data by using interactive pictures, charts, and statistics, instead of rows and columns.	

9.2 Integration

Key areas to be addressed – Integration	Solution to address the individual key areas
Infrastructure — Indicate the security, metadata, administration, portal integration, object model and query engine of the solution.	
Metadata management — The solution should provide a robust way to search, capture, store, reuse and publish metadata objects such as hierarchies, measures, performance metrics and report layout objects.	
Development tools — The solution should provide a set of programmatic development tools and a visual development environment (drag and drop), coupled with a software developer's kit for creating applications, integrating them into a business process, and/or embedding them in another application.	

9.3 Collaboration

Key areas to be addressed – Collaboration	Solution to address the individual key areas
Sharing — This capability should enable users to share and discuss information, report content, and results, and/or manage hierarchies and metrics via discussion threads, chat, attachments, and annotations embedded in the solution on a single secure platform.	
Real Time and Off-line Access – How will the solution manage real time data and frequent refreshing of report data? The system should be available in an off-line (disconnected) mode as well.	

10. Methodology/Implementation Approach

The prospective service provider should follow a **modular/incremental approach** to designing the data warehouse in relation to paragraphs 7 to 9 above.

The service provider should provide **1 to 2 people (preferably BI Specialists)** onsite (PSC offices) for the design/implementation of the warehouse.

The structure and contents of a proposal required from the service provider is shown in the **Box** on the next page.

1. Understanding of a dashboard/barometer system and its working in practice and the TOR.
2. Approach, design and methodology for the solution on performance reporting (e.g. collection, collating, measuring, and reporting on data, tools, sample, suggestions for elaboration or changes to scope and methodology as outlined in the ToRs, examples of data design, graphs and in depth qualitative performance data, trend analyses of different data, ability to import data from various sources, inside and outside the PSC, in various formats, support data interrogation and visualisation, perform forecasting and advanced analytics on current and historic data).
3. Activity-based plan (including effort for different role players per activity and time frame linked to activities).
4. Detailed activity-based budget (In South African Rand, including VAT).
5. Competence (include list of related projects undertaken of main contractor and subcontractors, making clear who did what, and contact people for references).
6. Team (team members, roles, and level of effort for each member of the team). Any changes to the makeup of the team must be done with the concurrence of the client.
7. Plan for transfer of skills to PSC personnel.

Attachments

- Examples of 2 dashboard reports on performance reporting undertaken.
- CVs of key personnel.
- Completed supply chain forms attached herewith (including updated tax clearance).

The solution should include the following:

- i. Transferring data from the source to the PSC database, including developing the macros for the transformation of data from the source to the PSC data base formats.
- ii. Designing the database.
- iii. Mining, disaggregating, and analysing data to identify significant trends.
- iv. Calculating the values of the indicators and setting up the required data base formulas.
- v. Presenting the data in the form of summary tables and graphs with short reports on significant trends and implications for the performance of the public service.

11. Training and Skills Transfer

Training should be provided as a means of skills transfer to the relevant officials in the PSC. The skills transfer should *inter alia* include –

- ✓ The development and utilisation of the database back-end and the analytical (BI) front-end (SQL).
- ✓ The utilisation of macros for the transformation of data from any source to fit the requirements of the PSC database.
- ✓ Creating graphs and pivot tables.
- ✓ Any possible future improvements for accessing and analysing information.
- ✓ On-the-job training which will entail allocation of a few officials from the PSC to work closely with the service provider to learn how the system will be developed.

To do the skills transfer, please –

- Provide detail on how skills transfer and training of technical and non-technical users will be conducted.
- Describe the training that accompanies the implementation of the system.

12. Hardware

- Please indicate the minimum requirements for hardware (e.g. processor, disk space, memory etc.).

- Bandwidth usage for enquiries, etc.
- Operating system requirements/ restrictions.
- Browser requirements/ restrictions.

13. Practical illustration of the solution

Once all the proposals have been evaluated, the prospective service providers will be scored and only those service providers who meet the 60% threshold will qualify for the next phase which entails doing a presentation on the proposed solution (at their own cost). In essence, this will be an illustration of the data in the form of summary tables and graphs with short reports on significant trends on performance of the Public Service. An example of a data set on which to base the solution will be furnished/provided to those service providers who meet the 60% threshold. It should be noted that this activity will be scored separately from the functional evaluation.

14. Milestones

The duration of the project will be 6 months from the date of appointment of the service provider. The service provider should produce a project plan indicating the milestones against the deliverables.

15. Reporting Arrangements

The project manager to whom the service provider will report is Dr. Julia Motaung, Director: Public Service Monitoring and Evaluation System (PSM&ES).

16. Information for service providers

The service provider should provide a proposal following the structure above. Tenders should be submitted by **11.00 on 12 February 2016** with 6 hard copies (1x original and 5x copies).

16.1 Key background documents

A list of key documents will be provided at the bidders briefing meeting.

16.2 Evaluation criteria for proposals

This refers to the criteria for assessing the received proposals and the scores attached to each criterion. There are standard government procurement processes. Two main criteria are functionality/capability and price. Functionality/capability factors must cover the competences outlined in **Paragraph 16.4.2** as demonstrated through:

- Quality of proposal;
- Service provider's relevant previous experience including of any subcontractors;
- Qualifications and expertise of the key personnel;
- Transfer of knowledge and skills;

16.3 Pricing requirements

All prices must be inclusive of VAT. Price escalations and the conditions of escalation should be clearly indicated. No variation of contract price or scope creep will be permitted. Price proposals should be fully inclusive to deliver the outputs indicated in these terms of reference.

16.4 Evaluation of proposals

16.4.1 Administrative compliance

Only proposals and quotations that comply with all administrative requirements will be considered acceptable for further evaluation. Incomplete and late bids/quotes will not be considered. The following documentation must be submitted for each quote/bid:

- Documents specified in the tender documents (distributed separately from this ToR).
- Any other requirement specified in the ToR.

16.4.2 Functional Evaluation

Only bids/quotes that comply with all administrative requirements (acceptable bids) will be considered during the functional evaluation phase. The table below outlines the functional evaluation criteria as applied to the technical competences outlined in Paragraph 9 above, which will be used in assessing the proposals.

Functional evaluation criteria

Criteria	Sub-criteria	Weighting
A	FUNCTIONALITY (Phase 1)	80
Quality of proposal	Data warehouse The proposal should explain in simple terms how a data warehouse will be built – <ul style="list-style-type: none"> • that will download data from multiple sources internal and external to the PSC; and • for which the PSC cannot prescribe the formatting. 	10
	Business Intelligence/ Analytical Tool The proposal should explain in simple terms how the analytical capabilities of Microsoft SQL will be applied to – <ul style="list-style-type: none"> • do data mining; • do multi-dimensional analysis; • prepare summary tables, graphs, reports and dashboards; and • deal with ad hoc queries. 	10
	Scalability The proposal should explain how the solution will be built in modular fashion (and how PSC staff will be empowered to build additional modules – see skills transfer below). <i>NB: see Section 9 for specific details on technical aspects of the envisaged system</i>	5
Service provider's relevant previous experience including of any subcontractors	<ul style="list-style-type: none"> • Provide at least 5 examples of BI projects 	5
	<ul style="list-style-type: none"> • Provide at least 5 contactable references indicating that similar project/s or work was executed (attach referral letters for each contactable referee) 	5

Criteria	Sub-criteria	Weighting
Qualifications and expertise of key personnel	Team leader's experience <ul style="list-style-type: none"> Qualifications in BI and SQL. At least five (5) year's relevant experience in BI 	10
	Individual team members experience <ul style="list-style-type: none"> Qualifications in BI and SQL. At least three (3) year's relevant experience in BI CVs must be attached as proof 	15
Transfer of knowledge and skills	• Participatory approach	5
	• Training of internal staff (technical and non-technical users)	5
Quality of proposed methodology/implementation approach	• A detailed description of the project approach	5
	• A high-level project plan/work programme, with clear key deliverables and milestones, must be submitted with the proposal	5
B	PRESENTATIONS (shortlisted candidates only) (Phase 2)	20
	• Presentation	10
	• Demonstration	10
	TOTAL	100

The score for functionality will be calculated as follows:

Each panel member will rate each individual criterion on the score sheet using the following value scale:

Performance	Description	Value
Excellent	Answer <u>meets and exceeds</u> the functionality requirements	5
Very good	<u>Above average compliance</u> to the functionality requirements	4
Good	<u>Satisfactory</u> and should be adequate for stated element	3
Average	<u>Compliance</u> to the functionality requirements	2
Poor	<u>Fails to meet</u> the functionality requirements	1

The values scored for each criterion will be added together to obtain the marks scored for each criterion in relation to the stated weighting. These marks will be added and expressed as a percentage (%) of the best possible score for all criteria. Proposals should clearly address the project description and the functional evaluation criteria mentioned above. Bidders that have met or exceeded a minimum threshold of 60 points for functionality will be evaluated further on presentations and scored in terms of pricing (80 points) and B-BBEE level of contributor (20 points). Bidders who score less than 60 points will be disqualified. **The proposals will be evaluated using the 80/20 principle in terms of the PPPFA.**

16.4.3 Price evaluation: The PPPFA

Only bids that meet the minimum requirements indicated under functional evaluation above will be evaluated in terms of the Preferential Procurement Framework Act and related regulations. The 90/10 evaluation method will be used for bids above R1 million and the 80/20 method will be used for bids/quotes below R1 million. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table contained in SBD 6.1 (see attached bid documents).

17. General and special conditions of contract

Awarding of the final contract will be subject to the conclusion of a service level agreement between the PSC and the successful service provide.

18. Intellectual property

The PSC will own copyright of the product(s) of this assignment, except prior material brought into the assignment or that owned by a third party. The service provider will not use the material (whether in part or whole) without the written permission of the PSC.

19. Enquiries

Regarding the evaluation process and commissioning, please contact Mr P Tembe, Deputy Director: PSM&ES, Tel. 012 352 1173/ Cell: 072 450 8470, E-mail: phumlaniT@opsc.gov.za but in terms of content issues, please contact Mr Ezra Masango, Deputy Director IT, Tel: 012 352 1125, email: EzraM@opsc.gov.za.

Barometer: Explanation of Indicators and Source of Information

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
1	<u>Financial Disclosure Framework</u> <ul style="list-style-type: none"> ➤ 100% compliance rate by 31 May ➤ Trend analysis over five years per department ➤ Identification of potential conflicts of interest per department ➤ Identification of potential conflicts of interest by specific categories <ul style="list-style-type: none"> ✓ Highest number of companies ✓ Highest number of properties ✓ Number of conflict of interest attended to by EA 	The Financial Disclosure Framework for the Public Service is contained in Chapter 3, C.1 of the Public Service Regulations ¹ (PSR). It is aimed at preventing conflicts of Interest by requiring all members of the Senior Management Service (SMS) to disclose the particulars of all their registrable interests (e.g. companies and properties) to their respective Executive Authorities (EAs) by not later than 30 April each year. The PSR further require of the EAs to submit copies of the forms on which the designated employees disclosed their financial interests, to the Public Service Commission (PSC) by not later than 31 May of each year.	PSC database
	<u>National Anti-Corruption Hotline</u> <ul style="list-style-type: none"> ➤ 80% and above referred cases are closed ➤ Between 50% and 79% referred cases are closed ➤ Below 49 referred cases are closed ➤ % NACH Cases closed and outstanding per department ➤ Nature of cases reported to NACH during recent financial year 	The PSC manages the National Anti-Corruption Hotline (NACH). The NACH became operational with effect from 1 September 2004. Cases received from the NACH are forwarded to departments (both national and provinces), agencies and public bodies in accordance with agreed protocols for investigation. The strategy to refer cases for investigation to departments is premised on the assumption that departments have the capacity to deal with cases.	PSC database
	<u>Financial Misconduct</u> <ul style="list-style-type: none"> ➤ Financial Misconduct reported in the financial year ➤ Trend of financial misconduct over five years ➤ Repeat offenders (departments) <ul style="list-style-type: none"> ✓ Cost ✓ Number of offenders ✓ Amount recovered ✓ % recovered 	<p>In terms of the provisions of the Public Finance Management Act, 1999² (PFMA), read with the Treasury Regulations, departments are compelled to report on finalised financial misconduct cases to, amongst others, the PSC. The finalisation of cases of financial misconduct is one of the important aspects that contribute to an accountable Public Service. Although there has been a decrease in the number of misconduct cases over the past five financial years, there has been a substantial increase in the cost of financial misconduct.</p> <p>Chapter Ten of the Act³ defines financial misconduct, and deals with the procedures for disciplining those public officials guilty of financial misconduct. It also includes a provision for criminal prosecution to apply where there is gross financial misconduct.</p>	PSC database
	<u>Management of precautionary suspensions</u> <p>Average days on suspension and cost involved for –</p> <ul style="list-style-type: none"> ➤ 60 calendar days and below. ➤ Between 90 and 61 days calendar ➤ 91 calendar days and longer ➤ No of suspensions reported in recent financial year. ➤ No. and level of officials dis- 	The precautionary suspension of employees in the Public Service is a measure used in cases where the employee is alleged to have committed a serious offence and the employer believes that the presence of an employee at the workplace might jeopardise any investigation into the alleged misconduct, or endanger the well-being or safety of any person or state property. Such a suspension is on full pay.	Annual reports of departments

1. Public Service Regulations, 2001, Government Notice No. R. 1 of 5 January 2001, as amended.

2. Republic of South Africa. The Public Finance Management Act, Act 1 of 1999.

3. Ibid.

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
	missed. ➤ No. and level of officials re-instated.		
2	<u>Audited (over)/under expenditure as a % of adjusted budget</u> ➤ % Under expenditure between 0% and 2%. ➤ % Under expenditure over 2% ➤ %Over expenditure	The indicator of expenditure against budget (to show percentages of over- and under-expenditure) shows whether departments prepare credible budgets and whether expenditure occurred during the year in an orderly and planned manner. A generally accepted margin is that under-expenditure should not be more than 2% and that no over-expenditure should occur.	Annual reports of departments
	<u>Outouts planned and achieved</u> Trend analysis over five years indicating: ➤ 80% and above of predetermined targets achieved. ➤ Between 50% and 79% predetermined targets achieved. ➤ Below 49% predetermined targets achieved.	The PFMA, 1999 ⁴ , provides for accounting officers to submit an annual report on the activities for each financial year. In addition, the National Treasury publishes an Annual Report Guide each year that provides minimum requirements of information that must be included in Annual Reports. It includes a section on the significant achievement of targets of each programme/sub-programme, as well as a synopsis on how the achievement of targets has contributed towards achieving the department's outcomes.	Annual reports of departments
	<u>Audit findings on pre-determined objectives</u> ➤ % of no findings made by Auditor-General. ➤ % finding made by Auditor-General.	Departments are required to report against their predetermined objectives (service delivery). The objective of an audit of predetermined objectives is to enable the auditor to conclude whether the reported performance against those predetermined objectives is reliable, accurate and complete, in all material respects, based on predetermined criteria.	Auditor-General
	<u>Unauthorised, irregular, fruitless and wasteful expenditure identified by Auditor-General.</u> ➤ % of no findings made by Auditor-General. ➤ % finding made by Auditor-General.	Accounting Officers must take reasonable steps to ensure that unauthorised, irregular, fruitless and wasteful expenditure are prevented and detected. The PFMA, 1999, makes it compulsory for departments to disclose such expenditure in their financial statements. ➤ Unauthorised expenditure is overspending of a vote or a main division within a vote or expenditure not in accordance with the purpose of a vote or, in the case of a main division, not in accordance with the purpose of the main division. ➤ Irregular expenditure is expenditure incurred in contravention of or not in accordance with a requirement of any applicable legislation. ➤ Fruitless and wasteful expenditure is expenditure which was made in vain and would have been avoided had reasonable care been exercised.	Auditor-General
	<u>Impact of litigation on budget</u> Trend analysis over five years indicating the % of total budget spent on litigation iro. ➤ Nature of cases. ➤ How many cases against the state? ➤ How many cases were won? ➤ How many cases were lost? ➤ How much money was spent on	The amount of money spent on litigation due to poor implementation of processes, which resulted in utilization of funds planned for other targets, thus affect expenditure trends.	Annual Report Auditor General National/Provincial Treasury

⁴ Republic of South Africa. The Public Finance Management Act, Act 1 of 1999, section 40.

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
	these cases?		
	<p><u>Poverty and unemployment</u></p> <ul style="list-style-type: none"> ➤ The proportion of the population living below R422 a month – whole country when dealing with a national report ➤ The proportion of the population living below R422 a month – for specific province when dealing with a provincial report <p><u>The number of jobs created by the economy over the past 3 years</u></p> <ul style="list-style-type: none"> (a) Work opportunities created in the following sectors over the past 3 years: <ul style="list-style-type: none"> ➤ Economic ➤ Environment ➤ Infrastructure ➤ Social (b) Work opportunities created by the Expanded Public Works Programme (EPWP) over the past 3 years (c) Work opportunities created by the Community Works Programme (CWP) over the past 3 years 	Unemployment is the main cause of high levels of inequality and poverty in South Africa. The government subsequently announced in 2010 that South Africa was to embark on a new economic growth path in a bid to create five-million jobs and reduce unemployment from 25% to 15% over the next 10 years.	Stats SA Public Works COGTA
3	<p><u>Social wage</u></p> <ol style="list-style-type: none"> 1. Housing subsidy <ol style="list-style-type: none"> 1.1 % of households per province that received a government housing subsidy by gender over the past 5 years (<u>National</u> report) 1.2 % of households per municipal district that received a government housing subsidy by gender over the past 5 years (<u>Provincial specific</u> report) 2. Population that received social grants, relief assistance or social relief <ul style="list-style-type: none"> ➤ Per province (<u>National</u> report) 2.1 Per municipal district (<u>Provincial specific</u> report) 3. Access to sanitation <ul style="list-style-type: none"> ➤ Per province (<u>National</u> report) ➤ Per municipal district (<u>Provincial specific</u> report) 4. Access to electricity <ul style="list-style-type: none"> ➤ Per province (<u>National</u> report) 4.1 Per municipal district (<u>Provincial specific</u> report) 5. Access to water 	Since 1994, various government interventions have been put in place to improve the lives of the poor. This has been achieved mainly through improving the "social wage" of the country's poorest. Millennium Development Goals taken into consideration.	Stats SA

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
	<ul style="list-style-type: none"> ➤ Per province (<u>National</u> report) ➤ Per municipal district (<u>Provincial specific</u> report) 		
4	<u>% of invoices settled within 30 calendar days from date of receipt</u> <ul style="list-style-type: none"> ➤ % of invoices paid within 30 calendar days ➤ % of invoices paid after 30 calendar days ➤ % no input provided 	Section 38 (1)(f) of the PFMA, 1999, read with the Treasury Regulations (8.2.3) stipulates that "unless determined otherwise in a contract or other agreement, all payments due to creditors must be settled within 30 days from receipt of an invoice". 100% of submitted invoices must be paid within 30 days.	DPME as received by National Treasury
5	<u>Presidential Hotline – % of referred cases resolved</u> <ul style="list-style-type: none"> ➤ 80% and above of referred cases are resolved. ➤ Between 50% and 79% referred cases are resolved. ➤ Below 49% of referred cases are resolved. 	The Presidential Hotline was established for the purpose of offering to the citizens of South Africa and the public, an effective way of providing accurate information, counselling and precise referrals to government institutions at all levels and spheres. It serves as a platform for the public to communicate their concerns and frustrations about how they were treated when seeking help from different tiers of government.	DPME
6	<u>Evaluation of Heads of Department (HoDs)</u> <ul style="list-style-type: none"> ➤ % evaluation conducted ➤ % not evaluated – documents received by PSC ➤ % not evaluated 	Executing Authorities (EAs) and HoDs should visibly support performance management processes and ensure that this cascades down to other levels in the SMS, if the principle of accountability is to be achieved in the Public Service. The PSC has developed a framework for the evaluation of HoDs and has been assigned the responsibility to implement this framework by facilitating the evaluation of all HoDs on an annual basis. The PSC chairs the evaluation panels and provides secretarial support. Through this process HoDs are held accountable and feedback on performance and developmental needs is provided.	PSC database
	<u>Filing of Performance Agreements (PAs) of HoDs by June each year</u> <ul style="list-style-type: none"> ➤ % PAs received by the due date ➤ % PAs submitted after the due date ➤ % PAs not submitted. 	HoDs in the Public Service together with all members of the SMS are required by Chapter Four of the SMS Handbook ⁵ to enter into Performance Agreements (PAs) with their EAs. The PAs of HoDs must be filed with the PSC by June of each year.	PSC database
	<u>All staff are held accountable through performance management</u> <ul style="list-style-type: none"> ➤ % PAs of SMS members received by the due date ➤ % PAs of SMS members submitted after the due date ➤ % PAs SMS members not submitted. 	Executing Authorities (EAs) and HoDs should visibly support performance management processes and ensure that this cascades down to other levels in the SMS, if the principle of accountability is to be achieved in the Public Service.	Annual Report
	<u>Annual Performance Assessments Completed</u> <ul style="list-style-type: none"> ➤ % of performance assessments completed for SMS members and those below SMS level ➤ % of poor performing SMS members and below SMS level 	Public Service Regulations, 2001 Part VIII/B ⁶ requires an executing authority to determine a system for performance management and development for employees in her or his department other than employees who are members of the SMS. This system must be fully implemented by all departments with effect from 1 April 2001.	Annual Report

5. Republic of South Africa. Department of Public Service and Administration. Senior Management Service Handbook, 2003 (as amended)

6. Republic of South Africa. Department of Public Service and Administration. Public Service Regulations, 2001 (as amended).

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
	<ul style="list-style-type: none"> ➤ % of SMS members and below SMS level who received performance bonuses 		Annual Report
	<u>Performance bonuses paid to SMS members vis-a-vi achievement of outputs</u>		
	<ul style="list-style-type: none"> ➤ % of SMS members who received performance bonuses ➤ % of outputs achieved (A-G finding) 		
	<u>Audit Outcomes</u> <ul style="list-style-type: none"> ➤ % Unqualified with no findings ➤ % Unqualified with findings ➤ % Disclaimer ➤ % Qualified 		
	<u>Repeat offenders – 5 year trend analysis</u>	The Auditor-General expresses an opinion on the financial statements of departments based on an audit conducted. Such an audit is conducted in accordance with the Public Audit Act of South Africa, 2004 (Act No. 25 of 2004) (PAA), the <i>General Notice</i> issued in terms thereof and International Standards on Auditing.	Auditor-General
7	<u>Accessibility of the most recent Annual Report</u>	The annual report is a key accountability mechanism, but it only serves to promote transparency if it is readily available. An assessment was thus made on the availability of the most recent Annual Reports of departments on their departmental websites. Annual reports for a particular financial year must at least be published by end of August the following year ⁷ .	Departmental Websites
	<ul style="list-style-type: none"> ➤ % Easily accessible ➤ % Requires search ➤ % Not found 		
	<u>Accessibility of the most recent Strategic Plan</u>	In terms of Chapter 5 of the Treasury Regulations, the Accounting Officer of an institution must prepare a Strategic Plan that is consistent with the period covered by the Medium Term Expenditure Framework for approval by the Executing Authority on an annual basis. An assessment was thus made on the availability of the latest Strategic Plan of departments on departmental websites.	Departmental Websites
	<ul style="list-style-type: none"> ➤ % Easily accessible ➤ % Requires search ➤ % Not found 		
	<u>Accessibility of the Manual on Access to Information</u>	The Promotion of Access to Information Act, 2000, Act 2 of 2000 (PAIA), gives effect to the Constitutional right of access to information held by the State and any information that is held by another person that is required for the exercise or protection of any rights. Section 14 of the PAIA stipulates that the information officer of a public body must compile a manual containing prescribed information. An assessment was thus made on the availability of the Manual of departments on departmental websites.	Departmental Websites
	<ul style="list-style-type: none"> ➤ % Easily accessible ➤ % Requires search ➤ % Not found 		
8	<u>Vacancy Rate – Professionals and Senior Managers</u>	The vacancy rate in departments has proven to be one of the biggest challenges that are central to problem of service delivery. The vacancy rate is determined by calculating the number of funded vacant posts in departments.	DPSA (PERSAL)
	<ul style="list-style-type: none"> % of 0% – >10% vacancy rate % of 10% – >30% vacancy rate % above 30% vacancy rate 		
	<u>Vacancy Rate – Below SMS level</u>		
	<ul style="list-style-type: none"> % of 0% – >10% vacancy rate % of 10% – >30% vacancy rate % above 30% vacancy rate 		

7. Republic of South Africa. National Treasury. Public Finance Management Act, 1999, Act 1 of 1999 (as amended). Section 40 (1) (d) (i).
OFFICE OF THE PUBLIC SERVICE COMMISSION

PRINCIPLE	INDICATOR	DESCRIPTION	SOURCE OF INFORMATION
	<u>Posts filled additional to the establishment as a % of the staff complement</u> % of 0% – >4% of additional posts filled % of 4% – >10% of additional posts filled % above 10% of additional posts filled	The Public Service Regulations, 2001, Chapter 1, Part III, G, provides for an EA to, within the relevant budget, employ persons additional to the approved establishment where- (a) the Incumbent of a post is expected to be absent for such a period that her or his duties cannot be performed by other personnel; or (b) a temporary increase in work occurs; or (c) it is necessary for any other reason to temporarily increase the staff of the department.	DPSA (PERSAL)
	<u>Average length of time in months to fill a post</u> % of 0 – >6 months % of 6 months – >9 months % above 9 months	The Public Service Regulations, 2001, Chapter 1, Part VII, C1, determines that a funded vacant post shall be advertised within six months after becoming vacant and be filled within 12 months after becoming vacant.	DPSA (PERSAL)
	<u>Terminations backdated as a %</u> % of 0% – >8% terminations backdated % of 8% – >18% terminations backdated % above 18% terminations backdated	PERSAL controllers/users must update the PERSAL system timeously when the services of an employee are terminated. When it is updated after extensive periods, it leads to a reclaim from the Department of all contributions already paid to for instance, the relevant medical aid.	DPSA (PERSAL)
9	<u>Black employees</u> % 90% and above % 75% – 89% % below 75%	As the single largest employer, the Public Service has a responsibility to set a good example and achieve a representative workforce. Numeric targets were set by Cabinet to direct the process of achieving representivity in the Public Service.	DPSA (PERSAL)
	<u>Female employees at SMS level</u> % 50% and above % 40% – 49% % below 40%	50% of all filled posts at all levels of the Senior Management Service had to be filled by women by March 2009.	Vulindlela
	<u>People with disabilities</u> % 2% and above % of 1% – to 1.9% % below 1%	2% of filled posts across all levels had to be occupied with people with disabilities by 31 March 2010.	Vulindlela



Custodian of Good Governance

**SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT
APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT
OF THE PUBLIC SERVICE COMMISSION (PSC) DATA CENTRE**

BID VALIDITY PERIOD: 90 DAYS

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1. SCOPE

To appointment of a service provider to supply, design, develop, and implement a customised data base and performance reporting solution for the Public Service Commission.

2. LEGAL FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3. LATE BIDS/PROPOSALS

- 3.1 Bids/Proposal received after the closing date and time, at the address indicated in the bid documents, will not be considered.
- 3.2 Late bids/proposals will not be admitted for consideration and will, where practicable, be returned unopened to the bidder.

4. VALIDITY OF BIDS/PROPOSALS

The bid/proposal must include a statement as to the period for which the proposal remains valid. The bid/proposal must be valid for at least ninety (90) days from the closing date and time of bids.

5. PACKAGING OF BIDS/PROPOSALS

Bids must be submitted on the official bid document forms (included in this document) after having been fully completed and signed by the bidder before being submitted. The bidder shall place both the sealed Technical Proposal and Price/Financial Proposal envelopes into an outer sealed envelope or package and must be clearly marked as follows:

FUNCTIONAL/TECHNICAL PROPOSAL

Bid No:

Description:

Bid Closing date and time:

Name and address of bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

PRICE/FINANCIAL PROPOSAL

Bid No:

Description:

Bid Closing date and time:

Name and address of bidder:

In this envelope the bidder shall provide price/financial proposal and the B-BBEE certificate to claim points in terms of the Preferential Procurement Regulations, 2011 only in accordance with pricing schedule (SBD 3.3).

The Technical Proposal envelope and the Price/Financial Proposal envelope shall contain **one original hard copy document clearly marked "Original" and five (5) hard copies, clearly marked "Copy" (i.e. six (6) documents to be included in each envelope).**

6. NUMBER OF PROPOSALS

Each bidder must submit six (6) hard copies of their entire proposal fully indexed with proper dividers. All submitted proposals will become the property of the OPSC, and will not be returned. No late submissions will be considered under any circumstances.

Envelopes must not contain documents relating to any Request for Proposal (RFP) other than the one referred to in this RFP.

The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.

7. EVALUATION PROCESS

The evaluation process comprises the following phases:

	2	Bid closing at 11:00 on 12 February 2016
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Phase 1: Compliance with minimum requirement of bid

During this phase bid documents including all SBD forms that are to be filled in, signed and returned with the proposals will be reviewed to determine compliance with among others, tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid. Failure on the part of the bidder to sign the bid forms and thus to acknowledge and accept the conditions in writing or to complete the bid forms, questionnaire and specifications in all respects, as well as to submitting the bid after the closing date and time, will invalidate the bid.

Phase 2: Awarding of points on technical/functionality to remaining bidders

During this phase bidders' responses will be evaluated based on the mandatory requirements indicated in the scope of work. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

During this phase bidders' responses will be evaluated for functionality based on achieving a minimum threshold of 60%.

Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the scope of work. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders need to ensure that all information is supplied as required. The panel will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

Practical illustration of the solution:

Once all the proposals have been evaluated, the prospective service providers will be scored and only those service providers who meet the 60% threshold will qualify for the next phase which entails doing a presentation on the proposed solution (at their own cost). In essence, this will be an illustration of the data in the form of summary tables and graphs with short re-ports on significant trends on performance of the Public Service. An example of a data set on which to base the solution will be furnished/provided to those service providers who meet the 60% threshold. It should be noted that this activity will be scored separately from the functional evaluation.

The Panel members will individually evaluate the responses received against the following criteria as set out in the functionality scorecard:

	3	Bid closing at 11:00 on 12 February 2016
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Functional evaluation criteria

Criteria	Sub-criteria	Weighting
A	FUNCTIONALITY (Phase 1)	80
Quality of proposal	Data warehouse The proposal should explain in simple terms how a data warehouse will be built – <ul style="list-style-type: none"> • that will download data from multiple sources internal and external to the PSC; and • for which the PSC cannot prescribe the formatting. 	10
	Business Intelligence/ Analytical Tool The proposal should explain in simple terms how the analytical capabilities of Microsoft SQL will be applied to – <ul style="list-style-type: none"> • do data mining; • do multi-dimensional analysis; • prepare summary tables, graphs, reports and dashboards; and • deal with ad hoc queries. 	10
	Scalability The proposal should explain how the solution will be built in modular fashion (and how PSC staff will be empowered to build additional modules – see skills transfer below). <i>NB: see Section 9 for specific details on technical aspects of the envisaged system</i>	5
Service provider's relevant previous experience including of any subcontractors	<ul style="list-style-type: none"> • Provide at least 5 examples of BI projects 	5
	<ul style="list-style-type: none"> • Provide at least 5 contactable references indicating that similar project/s or work was executed (attach referral letters for each contactable referee) 	5
Qualifications and expertise of key personnel	Team leader's experience <ul style="list-style-type: none"> • Qualifications in BI and SQL. • At least five (5) year's relevant experience in BI 	10

Criteria	Sub-criteria	Weighting
	Individual team members experience <ul style="list-style-type: none"> • Qualifications in BI and SQL. • At least three (3) year's relevant experience in BI • CVs must be attached as proof 	15
Transfer of knowledge and skills	• Participatory approach	5
	• Training of internal staff (technical and non-technical users)	5
Quality of proposed methodology/implementation approach	• A detailed description of the project approach	5
	• A high-level project plan/work programme, with clear key deliverables and milestones, must be submitted with the proposal	5
B	PRESENTATIONS (shortlisted candidates only) (Phase 2)	20
	• Presentation	10
	• Demonstration	10
	TOTAL	100

The score for functionality will be calculated as follows:

Each panel member will rate each individual criterion on the score sheet using the following value scale:

	5	Bid closing at 11:00 on 12 February 2016
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Performance	Description	Score
Excellent	Answer far <u>exceeds</u> the functionality requirement	5
Very Good	Answer <u>meets and exceeds</u> the functionality requirements	4
Good	Answer <u>meets</u> all functionality requirements	3
Average	Answer <u>partially meets</u> the functionality requirements	2
Poor	Answer <u>fails to meet the functionality requirements other than the conditional requirements</u>	1
	Answer fails to meet the <u>key functional</u> requirements in respect of travel, accommodation, venue and services hire	Disqualified

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated further and scored in terms of pricing and B-BBEE.

Bidders scoring a threshold of less than 60% for functionality will not be considered for further evaluation on price and goals.

8. EVALUATION CRITERIA (PHASE 3)

- a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Broad Based Black Economic Empowerment (B-BBEE) compliance (maximum 20 points)
- b. The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

- c. A maximum of 20 points may be awarded to a bidder attaining the B-BBEE status level of contributor in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- d. The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- e. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- f. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- g. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for preference points.
- h. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points claimed.
- i. Points scored will be rounded off to the nearest 2 decimals.

- j. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- k. The OPSC does not commit itself to accepting the lowest or any bid, or to award the bid after its closing date if it considers awarding such bid not to be in its best interest. A decision by the OPSC regarding the acceptance of a bid shall be final.

9. CONTRACT PERIOD

The contract period shall be for a period of 6 months.

10. PRE-AWARD SUPPLIER DUE DILIGENCE

The OPSC reserves the right to conduct supplier due diligence prior to final award. Additional information may be required in writing from suppliers. Replies to such requests must be submitted within 7 working days or else bids may be disregarded.

11. RESPONSE FIELDS

It is imperative that bidders submit responsive bids by completing all the mandatory response fields and item questionnaires for the individual items. Non-compliance with this condition may invalidate the bid for the item/s concerned.

12. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time. Failure to comply with this condition will invalidate the bid.

13. VALUE ADDED TAX

All bid prices must be inclusive of 14% Value-Added Tax.

14. CONTRACT ADMINISTRATION

- a. A successful bidder must advise the OPSC immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. All correspondence in this regard must be directed to the following address:

Office of the Public Service Commission for the attention of Ms Adri Coetzer, Supply Chain Management & Security Services, Private Bag X121, Pretoria, 0001

- c. The Office of the Public Service Commission hereby chooses the following street address as its domicilium citandi et executandi for the purpose of serving notices and legal documentation:

ABSA Towers, Corner Pretorius and Lillian Ngoyi Streets, Pretoria CBD.

15. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that **amendments to any of the Special Conditions** will result in invalidation of such bids.

16. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4 (1) 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:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices 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.
- c. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices 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.

17. FRONTING

- a. The OPSC supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the OPSC condemns any form of fronting.
- b. The OPSC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Office of the Public Service Commission may have against the bidder / contractor concerned.

18. CONFIDENTIALITY

- 18.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 18.2 All bidders are bound by the confidentiality agreement preventing unauthorised disclosure of any information regarding the OPSC or of its activities to any other organisation or individual. Bidders may not disclose any information, documentation or products to other clients without written approval from the Head of the Department or his/her delegated Officer.

19. SERVICE LEVEL AGREEMENT

The successful bidder shall enter into a service level agreement for the services to be rendered in terms of the contract.

20. ENQUIRIES

For any SCM enquiries bidders are requested to contact:

Bid enquiries:

Ms Adri Coetzer

Tel: (012) 352 1111

Email: adric@opsc.gov.za or

Ms Regina Sibanda

Tel: (012) 352 1104

Email: reginas@opsc.gov.za

Technical enquiries:

Mr Phumlani Tembe

Tel: (012) 352 1173

Email: phumlanit@opsc.gov.za

IT enquiries:

Mr Ezra Masango

Tel: (012) 352 1125

Email: ezram@opsc.gov.za

INVITATION TO BID

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

BID NUMBER: **OPSC 004/15**

CLOSING DATE: **12 FEBRUARY 2016**

CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF THE PUBLIC SERVICE COMMISSION (PSC) DATA CENTRE

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: The Director General, Office of the Public Service Commission, Private Bag X 121, Pretoria, 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Reception, Commission House Building, Cnr Pretorius and Lillian Ngoyi, Pretoria Central

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐

A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Office of the Public Service Commission

Contact Person: Ms Adri Coetzer

Tel: 012 352 1104

E-mail address: Adric@opsc.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. P Tembe

Tel: 012 352 1173

E-mail address: phumlaniT@opsc.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																
Trading name (if applicable)																
ID/Passport no						Company/Close Corp. registered no										
Income Tax ref no						PAYE ref no	7									
VAT registration no	4					SDL ref no	L									
Customs code						UIF ref no	U									
Telephone no						Fax no										
E-mail address																
Physical address																
Postal address																

Particulars of representative (Public Officer/Trustee/Partner)

Surname																
First names																
ID/Passport no						Income Tax ref no										
Telephone no						Fax no										
E-mail address																
Physical address																

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AuditAre you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent **Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer **Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **OPSC 004/15**

CLOSING TIME 11:00

CLOSING DATE 12 FEBRUARY 2016

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

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R.....

.....

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R.....

.....

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

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

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.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department: Office of the Public Service Commission

Contact Person: Ms Adri Coetzer

Tel: 012 352 1111

E-mail address: AdriC@opsc.gov.za

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 a price quotation, advertised competitive bid, limited bid or proposal). 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 and submitted with the bid.**
 - 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):
 - 2.4 Company Registration Number:
 - 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.

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

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

(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 or 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

[illegible]

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

YES/NO

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

[illegible]

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 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

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"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;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"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;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**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
- 2.18 “**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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 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.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 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 a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 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	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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.

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.
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.

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.

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

Js914w 2

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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)