Custodian of Good Governance

OFFICE OF THE PUBLIC SERVICE COMMISSION
REPUBLIC OF SOUTH AFRICA

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Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia, 0083

Enquiries: Ms. MEC Rampedi emilyr@opsc.gov.za (012) 352 1158 **OPSC 002/26**

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF AN EXTERNAL SERVICE PROVIDER TO REVIEW AND REDESIGN THE ORGANISATIONAL STRUCTURE OF THE PUBLIC SERVICE COMMISSION

REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION

1. Kindly furnish us with a proposal for the above-mentioned services.

2. **The General Contract Conditions (GCC), as well as the SBD1, SBD 3.3, SBD4 and SBD6.1 are attached for full completion thereof.**

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. Briefing session is scheduled as follows:

   Date: 12 November 2026
   Time: 14h00
   Address: Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia Pretoria

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, to reach the destination no later than the closing date and time, alternatively must be deposited in the bid box at: Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia Pretoria 0002, no later than the closing date and time (i.e. **27 November 2026 at 11h00**).

SUPPLY CHAIN MANAGEMENT
DATE: 06 NOVEMBER 2026



TERMS OF REFERENCE FOR THE APPOINTMENT OF AN EXTERNAL SERVICE PROVIDER TO REVIEW AND REDESIGN THE ORGANISATIONAL STRUCTURE OF THE PUBLIC SERVICE COMMISSION



Abbreviations

Abbreviation	Meaning
DPSA	Department of Public Service and Administration
OFA	Organisational Functionality Assessment
PSC	Public Service Commission
POPIA	Protection of Personal Information Act, 2013
SCM	Supply Chain Management
SLA	Service Level Agreement
SOP	Standard Operating Procedure
ToR	Terms of Reference
PSC ACT	Public Service Commission Act, 2026

1. Invitation and purpose

The Public Service Commission invites suitably qualified, experienced and multidisciplinary service providers to submit proposals to undertake a comprehensive review and redesign of its organisational structure and to provide defined implementation support. The assignment must produce an evidence-based, affordable and implementable organisational design that enables the PSC to execute its constitutional and statutory mandate effectively, efficiently and ethically.

This ToR constitutes the technical specification against which proposals will be invited and evaluated. It must be read with the bid conditions, pricing schedule, general conditions of contract, and all returnable schedules issued by the PSC.

2. Background and institutional context

The PSC is an independent constitutional institution established in terms of section 196 of the Constitution of the Republic of South Africa, 1996. The PSC is required to be impartial and to exercise its powers and perform its functions without fear, favour or prejudice. In addition, the Public Service Commission Act, 2026, further makes provisions on how the PSC can exercise its powers and perform its oversight duties in public administration.

Changes to the PSC legislative and operating environment, including the strengthening and extension of its oversight mandate in local government and public entities, require the Secretariat to assess whether its strategy, service delivery model, capabilities, business processes, post establishment and organisational structure remain fit for purpose.

The current baseline is an approved establishment of approximately 294 funded posts. The PSC has a national footprint and provincial offices. A macro-structure was developed during 2024; its status, assumptions, approvals and continued relevance must be reviewed as part of this assignment rather than accepted without validation.

The PSC seeks a coherent organisational design in which structure follows strategy, service delivery requirements, operating processes and demonstrated workload. Recommendations must be supported by a sound business case, realistic costing, implementation sequencing and appropriate consultation.

3. Applicable framework

The service provider must comply with all legislation, regulations, collective agreements, directives, frameworks, standards and approved PSC policies applicable at the time of performance. The framework includes, without limitation:

- The Constitution of the Republic of South Africa, 1996, including the values and principles governing public administration;
- The Public Service Commission legislation in force, including commencement and transitional provisions applicable to the Secretariat;

- The Public Service Act, 1994, Public Service Regulations, 2016, and applicable amendments or replacements;
- The Public Finance Management Act, 1999, Treasury Regulations, procurement instructions and the preferential procurement framework in force on the bid publication date;
- The Labour Relations Act, 1995, Basic Conditions of Employment Act, 1997, Employment Equity Act, 1998, Skills Development Act, 1998, and applicable collective agreements;
- The Protection of Personal Information Act, 2013, the Promotion of Access to Information Act, 2000, and information-security requirements;
- DPSA legislative framework on organisational design, operations management, organisational functionality assessment, job evaluation, grading, remuneration and human resource planning directives, guides, tools and templates;
- The PSC strategic plan, annual performance plan, service delivery commitments, delegations, policies and approved governance arrangements.

Where a cited instrument is amended, replaced or superseded during the contract period, the current instrument applies. Any conflict or uncertainty must be escalated promptly to the PSC Project Manager and Legal Services for direction.

4. Project objectives

- Assess the PSC organisational functionality, mandate, strategy, operating environment, governance, capabilities, processes, workload, capacity and resource deployment.
- Develop or refine an integrated service delivery and target operating model that clarifies how the PSC will deliver value across its mandate and geographic footprint.
- Redesign macro- and micro-organisational structures, reporting lines, spans of control, functional accountabilities and decision rights.
- Determine an evidence-based, affordable post establishment and workforce configuration, including the balance between core, enabling and support functions.
- Develop and/or review job profiles and job descriptions and support job evaluation and grading through the prescribed public service system and governance processes.
- Assess and propose organisational, financial, labour, technology, information and implementation implications of the recommended design.
- Prepare a complete business case, change-management plan, employee migration principles and phased implementation plan.
- Transfer knowledge and practical tools to designated PSC officials so that the PSC can maintain the design after project closure.

5. Scope of work

The bidder must propose an integrated methodology covering all workstreams below. Activities may overlap, but outputs must be logically sequenced, traceable and subject to the approval gates in section 8.

5.1 Project initiation and governance

- Confirm scope, assumptions, datasets, stakeholders, governance, decision rights and escalation arrangements.
- Prepare an inception report, detailed project charter, methodology, work breakdown structure, resource plan, quality plan, risk register, communication plan, data request and integrated schedule.
- Confirm document-control, version-control, information-security and reporting protocols.

5.2 Organisational diagnosis and Organisational Functionality Assessment (OFA)

- Apply the prescribed OFA directive, tool, implementation guide and reporting template.
- Review strategy, performance, governance, delegations, structure, staffing, budgets, systems, culture, geographic footprint and prior reviews.
- Conduct evidence-based interviews, surveys, workshops and document analysis.
- Identify duplication, fragmentation, gaps, bottlenecks, control weaknesses, role ambiguity, service-delivery risks and opportunities.
- Assess the 2023 PSC impact report, the 2020 business case and the approved 2024 macro-organisational structure.

5.3 Service delivery and target operating model

- Map the PSC value proposition, clients, services, delivery channels, geographic model, governance, decision rights, capabilities, technology and information requirements.
- Define the target service delivery and operating model, including interfaces between Commissioners, the Secretariat (national office and provincial offices) and external stakeholders.
- Develop and objectively assess feasible design scenarios against agreed principles and criteria.

5.4 Business processes and operational design

- Redesign and review business processes from initiation to completion, including administration, relevant research, monitoring and evaluation, investigations, inspections, ethics, advice, reporting and follow-up functions, as well as grievances or complaints where jurisdiction permits. Include supporting HR, finance, procurement, records, legal, facilities and ICT processes.
- Develop a process architecture and inventory of core, enabling and support processes.
- Map and analyse priority end-to-end processes, controls, hand-offs, turnaround times, roles, information flows and technology enablement.
- Recommend redesigned processes and a prioritised improvement roadmap.
- Develop priority SOPs, or apply the unit rates in the pricing schedule for additional SOPs.

5.5 Workload, productivity and capacity analysis

- Develop a defensible methodology for demand, workload, activity, productivity and capacity analysis.
- Determine workload drivers, service volumes, cycle times, utilisation assumptions, capability requirements and post-provisioning norms.
- Model current and target capacity by function and location and test reasonable demand scenarios.
- Document data limitations and validate assumptions with responsible managers.

5.6 Organisational structure and post establishment

- Design macro- and micro-structures aligned to the approved operating model, processes and capability requirements.
- Define functions, reporting lines, spans of control, layers, role boundaries, decision rights and interfaces.
- Prepare a complete post establishment showing post titles, quantities, occupational/job families, salary levels or proposed grades, location, status and reporting relationships.
- Identify posts proposed for creation, retention, redesign, relocation, consolidation or abolition, with motivation and risk implications.

5.7 Costing, affordability and business case

- Cost the current and proposed structures using PSC-approved assumptions.
- Quantify once-off, recurring, transition, technology, accommodation, travel, training and change costs.
- Present affordability scenarios, funding gaps, savings, efficiencies, phasing options and five-year implications.
- Prepare a compliant business case for consultation and approval.

5.8 Job analysis, job descriptions and job evaluation

- Confirm the verified number of unique and generic jobs at inception.
- Develop and review job descriptions using the prescribed format, with purpose, outputs, responsibilities, competencies, decision-making, relationships and minimum requirements.
- Compile complete job-evaluation process and support capture, evaluation, moderation and quality assurance through the prescribed Evaluate-Compensate system or its lawful successor.
- The service provider will make technical recommendations; final grading and employment decisions remain with the authorised PSC governance structures.

5.9 Change, consultation and employee migration support

- Conduct a change-readiness and impact assessment.
- Prepare stakeholder, communication, consultation, training and change management plans.
- Support structured consultation with employees, management, Commissioners, organised labour and relevant authorities.
- Develop fair, lawful and transparent employee migration, placement and transition principles; the service provider may advise but may not make employer decisions.

5.10 Implementation and handover

- Prepare a sequenced implementation roadmap with dependencies, resources, responsibilities, risks, controls, quick wins and performance measures.
- Provide advisory implementation support for approved activities during the contract period, as defined in the implementation plan.
- Provide editable tools, models, datasets, process maps, job documentation, registers, presentation material and decision records.
- Conduct skills transfer and complete formal close-out and handover.

6. Scope boundaries and exclusions

- The service provider does not approve the organisational structure, create or abolish posts, determine final grades, appoint, place, transfer, retrench or otherwise make employer decisions.
- Recruitment and selection services are excluded unless procured separately.
- Implementation support is limited to the activities, effort and period expressly approved in the project plan and pricing schedule.
- Additional SOPs, job descriptions, evaluations, workshops, travel or other outputs beyond the verified baseline will require written change control or application of approved unit rates.
- No predetermined core-to-support ratio is imposed. The recommended distribution must be evidence-based and justified against mandate, workload, processes, affordability and relevant norms.

7. Required deliverables and minimum contents

No.	Deliverable	Minimum contents	Target
D1	Inception report and project charter	Scope confirmation; assumptions; governance; schedule; methodology; resource, quality, risk, communication and data plans.	End of week 2
D2	Baseline and OFA diagnostic report	Verified baseline; prescribed OFA outputs; evidence register; gap analysis; risk and opportunity assessment.	End of month 2

D3	Service delivery and target operating model	Service catalogue; clients; delivery channels; governance; capability map; operating principles; options and recommendation.	End of month 3
D4	Process architecture and priority process redesign	Process inventory; priority maps; pain points; controls; target processes; improvement roadmap; agreed SOP outputs.	End of month 4
D5	Workload, productivity and capacity model	Methodology; datasets; assumptions; workload drivers; capacity model; scenarios; norms and validation record.	End of month 5
D6	Organisation design options and recommended macro-structure	Design principles; options; evaluation; macro-structure; functions; layers; spans; interfaces; implications.	End of month 6
D7	Detailed micro-structure and post establishment	Detailed organograms; functions; post schedule; locations; reporting lines; post-change register and motivations.	End of month 7
D8	Costing and affordability business case	Current and target cost; transition cost; five-year model; scenarios; savings; funding gaps; implementation business case.	End of month 8
D9	Job descriptions and job-evaluation packs	Verified job inventory; approved-format job descriptions; complete evaluation packs; system-ready evidence; QA register.	End of month 9
D10	Change, consultation and employee migration plan	Impact/readiness assessment; stakeholder and labour consultation; communications; training; migration principles; risk controls.	End of month 9
D11	Implementation roadmap and advisory support report	Phasing; dependencies; responsibilities; milestones; controls; performance measures; implementation support record.	Months 10-11
D12	Skills-transfer and final close-out pack	Training; manuals; editable source files; decisions; outstanding matters; lessons; final consolidated report and handover.	End of month 12

Target dates are measured from the contract commencement date and will be finalised in the approved inception report. Payment of invoice is linked to the achievement of milestones and written acceptance by the Project Leader.

8. Reporting

- Project status meetings and concise action log;
- Monthly written progress report covering milestones, effort, expenditure, risks, issues, decisions, changes and next steps;
- Monthly or milestone-based Steering Committee meeting;
- Immediate written escalation of any critical risk, data limitation, ethical concern, security incident or delay;
- Quarterly executive progress summary, if requested; and
- A maintained risk register, issue log, decision log, change log, stakeholder register and deliverable register.

9. PSC responsibilities and dependencies

- Provide available strategies, plans, organisational records, organograms, establishment and employee data, budgets, policies, delegations, process material, prior reports and relevant systems access.
- Nominate suitably authorised officials and make stakeholders reasonably available.
- Facilitate access to Commissioners, national and provincial offices, organised labour and external stakeholders where approved.
- Provide one consolidated set of comments and decisions within agreed review periods.
- Confirm costing assumptions, budget parameters, job-evaluation governance and legal interpretations.
- Ensure employer, labour-relations, approval and statutory decisions are taken by authorised PSC structures.

Where a PSC dependency is delayed, the provider must notify the PSC promptly, demonstrate the effect on the critical path and propose mitigation. Any extension or variation is subject to written approval and does not arise automatically.

10. Minimum bidder and key personnel requirements

- At least five (5) years' demonstrable organisational review and redesign experience, including at least three (3) comparable assignments completed within the past eight (8) years.
- Demonstrable experience in the South African public sector or a closely comparable regulated public-administration environment.
- Ability to deploy a multidisciplinary team covering all workstreams in section 5.
- At least three (3) contactable client references for comparable completed work (within the last 10-15 years. The PSC may verify references independently.
- Compliance with all administrative and mandatory requirements in the bid document.

11. Key Personnel

Role	Minimum requirement
Project Director/Lead	Relevant postgraduate qualification; 10 years' relevant experience; 5 years leading comparable multidisciplinary assignments.
Organisational Design Lead	Relevant degree; recognised organisational design training/certification or equivalent; 8 years' relevant experience. Registration with the relevant Professional body.
Operating Model/Process Specialist	Relevant degree; 7 years in operating model, process and operations improvement.
Workforce/Capacity Analyst	Relevant degree; 7 years in workforce planning, workload, productivity and capacity modelling.
Job Analysis and Evaluation Specialist	Relevant qualification; current prescribed public service job-evaluation system competency/certification or recognised equivalent; 7 years' experience.
Change and Stakeholder Lead	Relevant degree; recognised change-management training/certification or equivalent; 7 years' experience, including labour/stakeholder consultation.
Public-sector Finance/Costing Specialist	Relevant finance/economics qualification; 7 years in costing, affordability and business-case modelling.
Data Analyst/Modeller	Relevant quantitative qualification; 5 years in data analysis, modelling, validation and visualisation.
Quality Assurance Reviewer	Senior independent reviewer with at least 10 years' relevant experience; may not be the primary author of the output reviewed.

***Post graduate qualifications aligned to the Organizational Design and Organizational development. Bachelor's degree or equivalent qualification (advance diploma) in a discipline relevant to the scope of Organizational Design and Organizational development.

12. Evaluation Methodology

a. Phase 1

The evaluation of bids will be based on the information contained in the RFP document and, which may be further supplemented by presentations and clarification information provided, if required. All bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Bids received will be verified for completeness and correctness. OPSC reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

ALL PROPOSALS WILL BE EVALUATED TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE BID DOCUMENTS AND TERMS OF REFERENCE.

Table 1: Evaluation and weighting criteria for the selection of a potential bidder

EVALUATION CRITERIA	WEIGHTING
Phase 1A	Compliance
Phase 1B - Mandatory Requirements	Mandatory Requirements
Phase 2	Technical/Functionality
Technical/Functional Requirements	Threshold of **70%**
Phase 3	Price and Specific Goals
Price	80
Specific Goals	20
Total	100

Details of the phases outlined in table 1 above are presented in the following sections.

12.1.1 PHASE 1A: COMPLIANCE WITH MINIMUM REQUIREMENTS OF BID

This phase is not scored, and bidders who fail to comply with all the mandatory criteria will be disqualified.

Central Supplier Database (CSD)

- Bidders must be registered on the CSD. CSD registration number must be provided.

Compliance with tax legislation

- Provide valid tax pin.

Completion of the Standard Bidding Documents (SBD) forms.

- The bidders must submit the mentioned SBD 1, SBD 3.1, SBD 4, and SBD 6.1 forms with the bid application.

Responsive bids/proposals

- Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents.

12.1.2 PHASE 1B– MANDATORY REQUIREMENTS (NON SUBMISSION WILL RESULT IN DISQUALIFICATION OF THE BID)

- Company profile and legal registration information;
- Detailed technical proposal and methodology mapped to every workstream and deliverable;
- Integrated 12-month project plan and resource schedule;
- CVs, qualifications, certifications and signed availability declarations for all key personnel;
- Comparable-project schedule and at least three contactable references;

- Complete pricing schedule, including fixed fees, person-days, rates, travel assumptions, VAT, optional services and unit rates;
- Conflict-of-interest and independence declarations for the bidder, subcontractors and key personnel;
- List and role of subcontractors, with signed commitments (if applicable);
- Information-security and POPIA compliance statement; and

12.2 PHASE 2: FUNCTIONALITY EVALUATION

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **70%** as per the standard Evaluation Criteria presented in Table 1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in Phase 3.

Details of the technical/functional requirements are presented in Table 2 below.

12.2.1 Table 2: Functional Evaluation Criteria

Details of the technical / functional requirements are presented in Table 2 below:

Functionality criterion	Evaluation Criteria	Weight
1. **Understanding of the PSC context, assignment and risks**	Demonstrates understanding of the PSC's mandate, transition context, national and provincial footprint, and interfaces between Commissioners and the Secretariat. Identifies organisational challenges, dependencies, assumptions and delivery risks relevant to the assignment. Explains how the proposed review will connect mandate, strategy, services, processes, capacity and structure. **Scope alignment: 5.1–5.3.** **Scoring Criteria** Answer fails to meet the functionality requirements = 0 Answer meets all functionality requirements = 3 Answer meets and exceeds the functionality requirements = 4 Answer far exceeds the functionality requirements = 5	**6**
2. **Integrated**	Provides a coherent methodology covering all ten	**6**

methodology and quality assurance	workstreams, supported by an integrated project plan, sequencing, milestones, resources and approval gates. Explains project governance, stakeholder engagement, evidence collection and validation, quality assurance, risk management, reporting, document control and information security. Demonstrates traceability between findings, design recommendations and deliverables. **Scope alignment: 5.1–5.10.** **Scoring Criteria** Answer fails to meet the functionality requirements = 0 Answer meets all functionality requirements = 3 Answer meets and exceeds the functionality requirements = 4 Answer far exceeds the functionality requirements = 5	
3. **OFA, operating model, process, workload and capacity approach**	Demonstrates a credible approach to: (a) applying the prescribed OFA tools and validating organisational findings; (b) developing the service delivery and target operating models, including national–provincial interfaces and assessment of design scenarios; (c) developing a process architecture and inventory, mapping and redesigning priority processes, and preparing SOPs and an improvement roadmap; and (d) analysing demand, workload, productivity and capacity using defensible data, assumptions, post-provisioning norms and scenarios. Explains how these analyses will inform the organisational design. **Scope alignment: 5.2–5.5.** **Scoring Criteria** Answer fails to meet the functionality requirements = 0 Answer meets all functionality requirements = 3 Answer meets and exceeds the functionality requirements = 4 Answer far exceeds the functionality requirements = 5	**6**
4. **Organisation design, costing, job**	Demonstrates how the operating model, redesigned processes and capacity analysis will inform macro- and	**6**

description and job-evaluation approach	micro-structures, functional responsibilities, reporting relationships, spans of control and a complete post establishment. Provides a credible approach to costing the current and proposed structures, assessing affordability and five-year implications, and preparing the business case. Explains job analysis, development of job descriptions, preparation of evaluation packs, and support for evaluation, moderation and quality assurance through the prescribed system. Recognises the PSC's authority over final grading and employment decisions. **Scope alignment: 5.6–5.8.** **Scoring Criteria** Answer fails to meet the functionality requirements = 0 Answer meets all functionality requirements = 3 Answer meets and exceeds the functionality requirements = 4 Answer far exceeds the functionality requirements = 5	
5. **Change management, labour consultation and implementation approach**	Provides a practical approach to change-readiness and impact assessment; stakeholder communication and consultation, including organised labour; training; and management of resistance. Explains how employee migration and placement principles will be developed for PSC consideration. Presents an implementation approach covering sequencing, dependencies, responsibilities, resources, risks and performance measures, together with defined advisory support, skills transfer, editable outputs and formal handover. **Scope alignment: 5.9–5.10.** **Scoring Criteria** Answer fails to meet the functionality requirements = 0 Answer meets all functionality requirements = 3 Answer meets and exceeds the functionality requirements = 4 Answer far exceeds the functionality requirements = 5	**6**

6. **Relevant bidder experience and references**	Bidding organisation to demonstrate **at least five (5) years' organisational review and redesign experience**, including **at least three (3) comparable assignments completed within the past eight (8) years**, measured at the bid closing date. Provides evidence of comparable completed organisational review and redesign assignments, demonstrating relevance to the workstreams in section 5 and experience in the South African public sector or a comparable regulated public-administration environment. The project schedule must identify the client, assignment scope, completion dates, bidder's role and outputs delivered, supported by contactable references. Experience must be assessed against section 11. **Scope alignment: 5.1–5.10.** **Bidder Organisation Experience (As described above):** Less than 5 years = 0 5 years experience = 3 6 – 8 year experience = 4 9 or more year experience = 5 **Evidence of Comparable Assignments Completed in the Last 8 years** Evidence of comparable assignments: • Less than 3 Appointment letters = 0 • 3 - 4 Appointment letters = 3 • 5 and above Appointment letters = 5 * *Proof of award must show entity name; contract period and amount of contract*	**6** (3) (3)
7. **Qualifications, experience, availability and composition of key**	Demonstrates that the proposed multidisciplinary team collectively covers all workstreams and meets the requirements in section 11. Asign a team leader to each work stream. Clearly allocates responsibilities, person-	**64**

team** (***see classification of technical team members below to be scored***)	days and participation at key milestones. Where individuals fulfil multiple roles, demonstrates sufficient competence and capacity, while preserving the independence of quality assurance. Provides CVs, qualifications, relevant certifications, comparable assignment experience and signed availability declarations. Ensure that team members with all skills and competencies covered in section 11 (Key Personnel) are included with relevant qualifications and professional registration. Provide proof of professional registration. **Scope alignment: 5.1–5.10.** **1. Project Director/Leader** **Qualification** below Honours Degree = 0 Honours Degree = 3 Master's Degree = 4 PhD Degree = 5 **Experience** Less than 10 Years = 0 10 Years experience = 3 11 – 15 Years Experience = 4 16 or More Years Experience = 5 **2. Organisational Design Leader** **Professional Registration** None = 0 Certificate Provided = 5 **Qualification** below Honours Degree = 0 Honours Degree = 3 Master's Degree = 4 PhD Degree = 5 **Experience** Less than 08 Years = 0 10 Years experience = 3	(3) (3) (2) (3) (3)

	11 – 15 Years Experience = 4 16 or More Years Experience = 5	
	3. Operating Model/ Process Specialist	
	Qualification	(3)
	below Honours Degree = 0 Honours Degree = 3 Master's Degree = 4 PhD Degree = 5	
	Experience	(3)
	Less than 7 Years = 0 7 Years experience = 3 8 – 10 Years Experience = 4 11 or More Years Experience = 5	
	4. Workforce Capacity Analyst	
	Qualification	(3)
	None/Below Bachelors = 0 Bachelors Degree = 3 Honours Degree = 4 Masters/PhD Degree = 5	
	Experience	(3)
	Less than 7 Years = 0 7 Years experience = 3 8 – 10 Years Experience = 4 11 or More Years Experience = 5	
	5. Job Analysis and Evaluation Specialist	
	Professional Registration	(2)
	None = 0 Certificate Provided = 5	
	Qualification	(3)
	None/Below Bachelors = 0 Bachelors Degree = 3	

	Honours Degree = 4 Masters/PhD Degree = 5	
	Experience Less than 7 Years = 0 7 Years experience = 3 8– 10 Years Experience = 4 11 or More Years Experience = 5	(3)
	6. Changes and Stakeholder Lead	
	Professional Registration None = 0 Certificate Provided = 5	(2)
	Qualification None/Below Bachelors = 0 Bachelors Degree = 3 Honours Degree = 4 Masters/PhD Degree = 5	(3)
	Experience Less than 7 Years = 0 7 Years experience = 3 8 – 10 Years Experience = 4 11 or More Years Experience = 5	(3)
	7. Public Sector Finance/Costing Specialist	
	Professional Registration None = 0 Certificate Provided = 5	(2)
	Qualification None/Below Bachelors = 0 Bachelors Degree = 3 Honours Degree = 4 Masters/PhD Degree = 5	(3)
	Experience	(3)

	Less than 7 Years = 0 7 Years experience = 3 6 – 8 Years Experience = 4 9 or More Years Experience = 5 **8. Data Analyst/Modeller** **Qualification** None/Below Bachelors = 0 Bachelors Degree = 3 Honours Degree = 4 Masters/PhD Degree = 5 **Experience** Less than 5 Years = 0 5 Years experience = 3 6 – 8 Years Experience = 4 9 or More Years Experience = 5 **9. Quality Assurance Reviewer** **Professional Registration** None = 0 Certificate Provided = 5 **Qualification** None/Below Bachelors = 0 Bachelors Degree = 3 Honours Degree = 4 Masters/PhD Degree = 5 **Experience** Less than 10 Years = 0 10 Years experience = 3 10– 13 Years Experience = 4 14 or More Years Experience = 5	(3) (3) (2) (3) (3)
	TOTAL POINTS	**100**

Classification of technical team members:

Bidders may propose one individual for more than one role only where capacity, independence

and technical competence are clearly demonstrated. The proposal must specify each person's responsibilities, person-days, availability, location and participation at mandatory milestones.

Technical role	Minimum years of relevant experience	Qualifications and other requirements	Evidence to be provided
1. **Project Director/Lead**	**10 years** of relevant experience in organisational design, including **5 years leading comparable multidisciplinary assignments**.	Relevant postgraduate qualification.	Dated CV and assignment history demonstrating both the total relevant experience and the period spent leading comparable teams; qualification and availability declaration.
2. **Organisational Design Lead**	**8 years** of relevant organisational design experience (Organisational Design, Process Engineering, Job Evaluation, Workforce Planning, and Change Management.	Relevant degree; recognised organisational design training/certification or equivalent. **Registration with the relevant professional body**	Dated experience in organisational reviews, functional analysis, macro- and micro-structure design and post-establishment development; qualification and training/certification evidence.
3. **Operating Model/Process Specialist**	**7 years** in operating model, process and operations improvement.	Relevant degree.	Dated assignments demonstrating service delivery and operating model development, process mapping, process redesign and operational improvement; qualification evidence.
4. **Workforce/Capac**	**7 years** in	Relevant degree.	Dated assignments

	ity Analyst	workforce planning, workload, productivity and capacity modelling.		demonstrating workload analysis, workforce planning, productivity assessment, capacity modelling and post-provisioning analysis; qualification evidence.
5.	**Job Analysis and Evaluation Specialist**	**7 years** of relevant job analysis and evaluation experience.	Relevant qualification; current prescribed public service job-evaluation system competency/certification or recognised equivalent.	Dated job analysis and evaluation assignments, including job descriptions, evaluation packs and moderation support; qualification and competency/certification evidence.
6.	**Change and Stakeholder Lead**	**7 years** of relevant experience, including labour/stakeholder consultation.	Relevant degree; recognised change-management training/certification or equivalent.	Dated assignments demonstrating change-readiness assessment, communication, consultation, training and transition support, explicitly identifying labour/stakeholder consultation experience.
7.	**Public-sector Finance/Costing Specialist**	**7 years** in costing, affordability and business-case modelling.	Relevant finance/economics qualification.	Dated assignments demonstrating organisational costing, compensation and transition-cost analysis, affordability scenarios and business-case modelling;

			qualification evidence.
8. **Data Analyst/Modeller**	**5 years** in data analysis, modelling, validation and visualisation.	Relevant quantitative qualification.	Dated assignments demonstrating dataset preparation, validation, analytical modelling and presentation of findings; qualification evidence.
9. **Quality Assurance Reviewer**	**10 years** of relevant experience.	Senior independent reviewer who may not be the primary author of the output reviewed.	Dated experience demonstrating relevant technical review and quality assurance; a clear allocation of review responsibilities and confirmation of independence from authorship.

The technical/ functional proposals will be evaluated individually on score sheets using the following value scale by a representative evaluation panel, according to the evaluation criteria indicated below.

Performance	Description	Score
Excellent	Answer far exceeds the functionality requirements	5
Very Good	Answer meets and exceeds the functionality requirements	4
Good	Answer meets all functionality requirements	3
Average	Answer partially meets the functionality requirements	2
Poor	Answer fails to meet the functionality requirements	0

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 **70%** for functionality will be evaluated further and scored in terms of pricing and Specific goals indicated hereunder.

12.3 PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION (80+20) = 100 POINTS

Only Bidders that have met the 70-point threshold in Phase 2 will be evaluated in Phase 3 for price and Specific Goals. Price and Specific Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as Amended, responsive bids will be adjudicated 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)
- Specific Goals (maximum 20 points) – certificate to be provided

(i) Stage 1 – Price Evaluation (80 Points)

CRITERIA	POINTS
Price Evaluation $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$	**80**

The following formula will be used to calculate the points for price:
Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

(ii) Stage 2 – Specific Goals Evaluation (20 Points)

a. Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the specific goals as promoted by the OPSC in accordance with the table below:

Black owned enterprises	Max = 8 points
EME/QSE/Generic 100% owned	8 points

EME/QSE/Generic => 51% owned	6 points
EME/QSE/Generic < 51% owned	3 points
Women owned businesses	Max = 6 points
EME/QSE/Generic 100% owned	6 points
EME/QSE/Generic => 51% owned	4 points
EME/QSE/Generic < 51% owned	2 points
Youth	Max = 3 points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point
People with Disability	Max = 3 Points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or a Sworn Affidavit

b. In the event of the bidder being in a joint venture (JV), a signed JV Agreement must include the following: - A signed Joint Venture Agreement/ Memorandum of Understanding (MoU). The authorized representative to sign the tender documents on behalf of all JV members -Company Registration & Statutory Documents and including - Consolidated B-BBEE/ Sworn Affidavit.

13. Documentation to be submitted

13.1 Bidders must submit their proposal in a sealed envelope/ file with the name of the bidder, closing date and time, and the bid number clearly indicated on the envelope/ file. This envelope/ file should contain the functional proposal, financial proposal (should be placed in a separate envelope), all required annexures; SBD Forms and General Conditions of Contract; as well as the original certified copy of the B-BBEE certificate or Sworn Affidavit and Financial information.

13.2 Each bid participant must provide **three (3) hard copies** of their entire proposal. All submitted proposals will become the property of the PSC, and will not be returned. No late submissions will be considered under any circumstances.

13.3. The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids.

14. Pricing and payment

- Prices must be firm for the contract period, inclusive of all professional fees, overheads, licenses, tools, administration and taxes, except clearly identified and approved reimbursable items.
- The bidder must price each deliverable and disclose resource categories, rates and person-days. The sum of milestone prices must equal the total bid price.
- Travel assumptions for the national office and nine provincial offices must be explicit. No travel or disbursement may be charged unless included in the bid or approved in writing.
- Unit rates must be supplied for agreed variable items, including additional job descriptions, job evaluations, SOPs, workshops and travel days.
- Payment will be made only for accepted deliverables against a valid invoice and supporting documentation.
- No advance payment shall be made. Variations require prior written approval by the delegated authority and may not exceed lawful thresholds.

15. Contract management and performance standards

- The successful bidder will enter into a written contract and SLA with the PSC.
- Key performance indicators will include milestone achievement, deliverable acceptance, quality, responsiveness, resource availability, risk management, stakeholder satisfaction, data security and skills transfer.
- Defective or incomplete work must be corrected at the provider's cost within the period directed by the PSC.
- The PSC may apply remedies available under the contract, including withholding payment, requiring corrective action, service credits or penalties where lawfully provided, cancellation and recovery of losses.
- Replacement of a key resource requires prior written approval. The replacement must have equal or better qualifications and experience and may not increase the contract price.
- The provider must maintain professional indemnity and other insurance reasonably

appropriate to the assignment, with limits specified in the bid conditions.

16. Confidentiality, POPIA and information security

- All PSC information must be used only for this assignment and treated as confidential.
- The provider must process personal information lawfully, minimally and securely, and only on documented PSC instructions.
- Access must be role-based. Information must be encrypted during transfer and at rest where appropriate and stored only in approved environments.
- PSC information may not be uploaded to public or unapproved generative artificial intelligence services, public cloud repositories or third-party platforms.
- Any actual or suspected security or privacy incident must be reported immediately and, in any event, within 24 hours of discovery.
- No offshore processing, subcontracting or onward disclosure is permitted without prior written approval.
- At contract end, information must be returned or securely destroyed as directed, with written certification, subject to lawful record-retention requirements.
- Confidentiality, privacy and security obligations survive contract termination.

17. Conflict of interest and ethical conduct

- The bidder, subcontractors and all team members must disclose actual, potential or perceived conflicts of interest at bid stage and throughout the contract.
- No person may use confidential information to obtain a private or commercial advantage or participate in a decision where independence is compromised.
- The provider must disclose current or recent work for stakeholders materially affected by the review and propose mitigation.
- The PSC may require recusal, mitigation or replacement and may terminate the contract for material non-disclosure or misrepresentation.
- Gifts, inducements, collusion, bid manipulation and improper contact with PSC officials are prohibited.

18. Intellectual property and project records

All deliverables produced and paid for under the contract, including data, reports, organograms, job documents, presentations, registers, and editable files, will belong to the PSC, except for any pre-existing intellectual property rights that were disclosed in the bid and are protected by law.

- Pre-existing tools or methodologies must be identified and licensed to the PSC on a

perpetual, royalty-free basis to the extent necessary to use, modify and maintain the deliverables.

- Third-party material must be identified with applicable licence terms. The provider may not incorporate restrictive material without prior written approval.
- The provider must maintain complete, auditable project records and hand them over at close-out or earlier on request.
- No project output, PSC name, logo or case study may be published or used for marketing without prior written approval.

19. Skills transfer

Skills transfer is a contractual deliverable, not an incidental activity. The provider must identify designated PSC counterparts and provide practical coaching, templates, user guides and supervised application covering organisational diagnosis, process analysis, workload modelling, organisation design, costing, job documentation, job evaluation administration, change management and maintenance of the approved structure. Evidence of attendance, competence development and material handed over must form part of D12.

20. Project duration and location

The contract period is twelve (12) months from the commencement date stated in the contract. Work will be performed through an approved hybrid model at the PSC national office, provincial offices and the provider's premises. Attendance is mandatory for agreed workshops, interviews, governance meetings and validation sessions. The bidder must state all location and travel assumptions.

21. Security vetting and access

The successful bidder and designated personnel must comply with PSC security screening, access-control and vetting requirements appropriate to the information and facilities concerned. The bid document must state whether vetting is a condition of award, contract commencement or access to specified information. Failure to obtain or maintain required clearance may result in resource replacement or other contractual action.

22. Briefing session, enquiries and bid submission

Item	Final publication detail
Briefing session	Date: 12 November 2026 Time: 14h00 Address: Public Service Commission House, Block B, 536 Francis Baard Street, Arcadia Pretoria
Technical enquiries	Mr. Bonisile Saki at 012 352 1196 Email: BonisileS@opsc.gov.za

SCM enquiries	Mr. Shepherd Tshatshelo at 012 352 1106 Email: ZolaT@opsc.gov.za
Submission method	Tender Box Address: Public Service Commission House, Block B 536 Francis Baard Street, Arcadia, Pretoria
Closing date and time	27 November 2026 at 11h00
Late bids	Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s). It is the Bidder(s)' responsibility to ensure that proposals that were posted reach the OPSC in time before the closing of the bid.
Bid validity	90 days

23. Reservation of rights

23.1 The PSC reserves the right, subject to applicable law and the bid conditions, not to award the bid; to cancel, postpone or reissue it; to verify information; to reject non-responsive or materially unbalanced bids; and to take any other lawful action necessary to protect the integrity and value of the procurement. The PSC is not liable for bidder costs incurred in preparing or submitting a proposal.

Any alterations to the bid document must be signed in full by the bidder or his authorised signatory. An accompanying letter from the bidder on their official letterhead which indicates such alterations must be attached to such amendments. Failure to comply with this will disqualify the bid. No Tipp-Ex is allowed in the bid document.

The successful bidder will enter into a formal contract and service level agreement with the OPSC.

24. Sub-contracting arrangement

24.1 The Public Service Commission reserves the right to approve the consultants/sub-contractors offered by the service provider. The replacement of consultants/sub-contractors during the contract period must be approved by the Public Service Commission and must comply with the same requirements of the original terms of reference.

THE END

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PUBLIC SERVICE COMMISSION					
BID NUMBER:	OPSC 00//26	CLOSING DATE:	27 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF AN EXTERNAL SERVICE PROVIDER TO REVIEW AND REDESIGN THE ORGANISATIONAL STRUCTURE OF THE PUBLIC SERVICE COMMISSION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
PUBLIC SERVICE COMMISSION HOUSE					
OFFICE PARK BLOCK B					
536 FRANCIS BAARD STREET					
ARCADIA,0083					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	SHEPHERD TSHATSHELO	CONTACT PERSON	BONISILE SAKI
TELEPHONE NUMBER	012 352 1106	TELEPHONE NUMBER	012 352 1196
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	ZOLAT@OPSC.GOV.ZA	E-MAIL ADDRESS	BONISILES@OPSC.GOV.ZA

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ..... BID NO: OPSC 002/26.....

CLOSING TIME 11:00 CLOSING DATE: 27 NOVEMBER 2026..

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

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

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

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

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

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

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

Bid No.: .....

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE PUBLIC SERVICE COMMISSION
Office Park Block B
536 Francis Baard Street
Arcadia
0083

Tel: 012 352 1106

Or for technical information –

Bonisile Saki

Tel: 012 352 1196

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

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

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to RFQ's and tender:

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

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Owned	8 points	
Women	6 points	
People with Disability –	3 points	
Youth	3 points	

Refer to the attached Guideline (Page 6 of 6) on how to claim points for the above specific allocated goals.[1]

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

[1] For points claimed by the bidder, the required certified proof must be submitted together with SBD 6.1. Failure to submit **certified proof** will result in the claimed points not allocated to the bidder

indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SPECIFIC GOALS AND POINTS ALLOCATION

GOAL	Points out of 20 (80/20)	Certified Required Proof	Points Claimed	Proof Attached Yes / No
Black Owned	Max = 8 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	8 Points			
EME/QSE/Generic => 51% owned	6 Points			
EME/QSE/Generic < 51% owned	3 Points			
Women Owned	Max = 6 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	6 Points			
EME/QSE/Generic => 51% owned	4 Points			
EME/QSE/Generic < 51% owned	2 Points			
Youth	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			
People with Disability	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice To claim points on disability the person / bidder needs to provide proof of disability (medical report, letter from authorised body or person before points can be claimed in this category)		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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.