

## REQUEST FOR QUOTATION

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

BID NUMBER: **RFB 007-2012/2013**    CLOSING DATE: **19 OCTOBER 2012**    CLOSING TIME: **11:00**

DESCRIPTION: **ANNUAL NATIONAL QUALITATIVE RESEARCH**

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

BID DOCUMENTS MAY BE POSTED TO: The Head: Supply Chain Management

GCIS  
Private Bag X 745  
Pretoria  
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT:

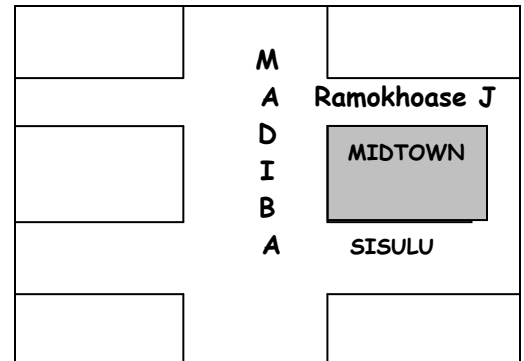
GCIS  
356 Midtown Building  
C/O Madiba and Sisulu Street

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

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

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

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



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

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODE ..... NUMBER.....
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)	YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....  
A REGISTERED AUDITOR .....  
[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or  
NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

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

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department: .....GCIS .....

Contact Person: Mendrick Mlondobozi/ Leshoka Mahloromela

Tel: .....012 314 2861/2982.....

Fax: ...012 323 3831.....

E-mail address:..... [mendrick@gcis.gov.za](mailto:mendrick@gcis.gov.za)/ [leshoka@gcis.gov.za](mailto:leshoka@gcis.gov.za).....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: M.S Kopo Lehobye/ Mr Phuti Mongalo.....

Tel: ..... (012) 314 2192/2490.....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of the bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.**

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



# Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders  Good standing

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

Two empty text input boxes for stating the purpose of the application.

### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no  Company/Close Corp. registered no

Income Tax ref no  PAYE ref no

VAT registration no  SDL ref no

Customs code  UIF ref no

Telephone no   Fax no

E-mail address

Physical address

Postal address

### Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no  Income Tax ref no

Telephone no   Fax no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R  ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

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

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

CCYY -  MM -  DD

Date

Name of representative/agent

agent

**Declaration**

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

Signature of applicant/Public Officer

CCYY -  MM -  DD

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: ...RFB 007-2012/2013
CLOSING TIME 11:00	CLOSING DATE 19 OCTOBER 2012

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**ANNUAL NATIONAL QUALITATIVE RESEARCH STUDY.**

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 fund contributions and skills development levies.

Name of Bidder: .....

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

GCIS  
356 Madiba Street  
Pretoria  
0001

Mendrick Mlondobozi / Leshoka Mahloromela

Tel: 012 314 2861/ 2982

Or for technical information –  
M.s Kopo Lehobye/ Mr Phuti Mongalo

Tel: (012) 314 2192/2490

## DECLARATION OF INTEREST

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

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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



**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## MBD 6.1

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

## 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/ R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	90
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval

for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

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

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

:

## 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

## 9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and



(e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Request for Quotation documents, viz
    - Invitation to quote
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference Certificates in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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



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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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



government  
communications

Department:  
Government Communication and Information System  
REPUBLIC OF SOUTH AFRICA

**BID SPECIFICATIONS GCIS 007 2012 2013**

**ANNUAL NATIONAL QUALITATIVE RESEARCH STUDY**

**INVESTIGATING PEOPLE'S ATTITUDES, BEHAVIOUR, MOTIVATIONS AND CONCERNS REGARDING GOVERNMENT SERVICES, INITIATIVES, PROGRAMMES & PRODUCTS IN ORDER TO ENHANCE GOVERNMENT COMMUNICATION**

**DEVELOPED BY:**

**GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)**

**NOVEMBER 2012 TO NOVEMBER 2013**

**1. RESEARCH BACKGROUND**

The Government Communication and Information System (GCIS) is expected to lead the strategic communication of government by driving coherent government messaging and creating open and extended channels of communication between government and people, towards a shared vision. With the vision of being 'The Pulse of Communication Excellence in Government', GCIS aims to continuously communicate and inform the public about government policies, plans and programmes aimed at improving the lives of all South Africans. In order to fulfil its mandate, GCIS has the following strategic objectives:

- Strengthen and manage the government-wide communication system for effectiveness and proper alignment.
- Learn and explore communication methods and practices to enhance communication.
- Lead and guide the domestic and international marketing of South Africa.
- Build partnerships with strategic stakeholders in pursuit of GCIS' vision.
- Operate an efficient, effective and compliant government communication organisation.



The GCIS Corporate Strategy emphasises the importance of communication research including exploring communication needs, understanding the communication landscape and to explore the impact of communication products and services in terms of access and reach. It is against this background that GCIS conducts qualitative research and takes effort to obtain relevant findings. Relevant and scientific communication research contributes meaningfully towards enhancing effectiveness of government communication.

## **2. OBJECTIVES**

The **main aim** of this National Qualitative study is to:

Explore and gain in-depth understanding and insight of people's attitudes, behaviour, motivations and concerns regarding government's services, initiatives, programmes and products in order to enhance communication on government policies.

The following objectives will be addressed to explore the main aim of the study:

- a) Pre-and-post testing of information products, services and communication initiatives.
- b) Assessing public awareness, exposure, perceptions, attitudes policies and programmes of government.
- c) Assessing the communication environment within which government communication takes place.
- d) Exploring information needs and communication preferences of South Africans regarding government policies and programmes.

### 3. RESEARCH DESIGN

#### 3.1. Methodology

In view of the research objectives, the use of appropriate qualitative research methodology(ies) is recommended. The research design and methodology need to take cognisance of government's continuous need to improve the communication initiatives addressing different government policies and programmes to different segments/ groups in the country.

Based on the aforementioned objectives the study will take on a **two-pronged approach** that might at times run concurrently. Below are the two prongs

- **First approach (Prong 1)** will be designed to address objectives a) and b) that is pre- and post-testing of communication products and awareness assessment of government policies and programmes. These groups will be conducted every three months or as often as the need arises, with about 10 groups per phase. This translates to about **40 groups** per 12 months. These groups will consist of respondents that have been selected based on the target audience of the products/ services to be tested.
- **Second approach (Prong 2)** will be designed to address objectives c) and d) (see Section 2- Objectives), attempting to gain exploratory and/or explanatory insights to trends and/or findings that will be observed from the GCIS National Quantitative Tracker (Tracker). Quarterly findings from Tracker data will determine whether or not qualitative focus groups/ in-depth interviews might be necessary in any given quarter. This will also determine the number of groups, number of provinces or exact areas (metro, urban, rural or deep-rural) to conduct the qualitative study in. The GCIS will give directive as to where these groups will take place and bidding companies should expect to do no less than 15 groups per quarter based on this. That is **60 groups** in 4 quarters/ 12 months. Therefore, GCIS will advise on the respondent criteria prior to going to field. The bidding company should cater for a minimum of 100 focus groups over a 12 month period.

- **Please note:** Depending on the needs at different stages of the project, it might be necessary to use different qualitative research approaches such as **focus groups, mini focus groups and/or in-depth interviews**. Though the recommended primary mode of data collection is **focus groups**, the bidder should be flexible to adjust, change or do **mixed qualitative methods** as and when required within the limitations of the budget.

### 3.2. Sampling

The study will cover **all nine provinces** in the country though not necessarily at the same time/ during one phase. The study will target all South Africans from **age 15 years and older** and from the middle of the political spectrum. The sample should represent **urban/metropolitan** and **rural** areas (including **deep rural**) settings of the country.

Based on the above, bidders should elaborate on the recruitment plan for the two research approaches as outlined below.

- **Prong 1:** the respondent criteria will be determined by the research need(s) or objective(s). The respondent recruitment criteria will be reflective of a specific group(s) as defined by the needs at the time of going to field.
- **Prong 2:** the bidder will be given a database of names and contact details of potential respondents whom they may randomly select to attend focus groups. It is expected that the bidder outline how they will go about recruiting respondents using the database.

In addition, bidding companies should include any other critical sampling considerations.

### 3.3. Data Collection

In the proposal the bidder must indicate the number of proposed focus groups per approach/prong, as well as the number of in-depth interviews one focus group can be converted into should the need arise to do in-depth interviews instead of focus groups.

The bidder should outline the exact procedure that will be followed in collecting the data and include clear **quality assurance** as well as **quality control procedures** and **data management** aspects.

**REMEMBER:** The service provider is required to be flexible in instances when urgent focus groups need to be conducted and/or when it is decided that some of approach 1 focus groups will not be used and must be carried over to approach 2 and vice versa.

### **3.4. Data Analysis**

The bidder is expected to briefly explain the **data analysis approach** that will be used, including procedures that will be used in order to ensure **integrity** of the analysis. The bidder should also show how they will use **other resources** to enhance their analysis and interpretation.

### **3.5. Project Plan/ Timeline**

The National Qualitative study will be rolled out in two-prongs in three monthly intervals over 12 months. The rationale behind this is so that GCIS can be able to within reason revise or change the discussion guide/ research methodology/ target sample in order to accommodate changing and diverse needs in the communication environment as and when the need arises.

During each fieldwork phase, several provinces will be targeted and these can be determined by the GCIS however the bidding company should have the capacity to advice on provinces to go to should there be a need.

Prior to every fieldwork phase there will be two briefing sessions (pre-phase briefing) in order to establish the main objectives of approach 1 and approach 2. The briefing sessions will outline expected milestones as well as finalise and agree on profile and work plans for that particular fieldwork period.

Therefore, bidders need to provide GCIS with a **project plan that explicitly explains management of the phases and the entire research process** e.g. planning, recruitment, moderating, transcribing, analysis, quality control, deliverables and communication with GCIS. The project plan must include timelines and deliverables.

As mentioned earlier, the bidder should be in a position to do ad-hoc/ additional focus groups outside of the proposed 3 monthly intervals or scheduled fieldwork phases should there be such urgent requests. Therefore, the bidder should also indicate realistically in a work plan how one would go about conducting focus groups in any province in the quickest turnaround time. These ad-hoc/ urgent focus groups will be deducted from the overall focus groups the bidder will have indicated for the whole study and in such an event the bidder will, in consultation with the GCIS, revise the phased work plans accordingly.

**GCIS will sign a service level agreement with the successful service provider. The bid specifications and the proposal submitted by the bidding company will also serve as binding contract [subject to amendments and qualifications on the latter] between the GCIS and the service provider. GCIS reserves the right to terminate the contract if agreed and negotiated timelines and terms are not adhered to.**

**PLEASE NOTE:** The project plan, for purposes of this bid submission, can be based on focus groups. However these might be converted into in-depths or mini-groups in consultation thus, the project plan might be revised and discussed at pre-phase briefings.

### **3.6. Briefing and debriefing sessions**

A briefing workshop will be held with the successful bidder before commencement of the project, to ensure proper understanding of the project aims and objectives. It is expected that the appointed service provider make available all members of both the project teams during pre-phase briefings because GCIS would prefer to personally brief the research team (especially the moderators, transcribers and recruiters) at the beginning of a phase.

Where GCIS attends focus group discussions, debriefing sessions will be conducted with the moderator after the groups. There will be debriefing session at the end of each phase in order to take learnings from that phase to the next thus ensuring improvement of the quality of the research.

### **3.7. Viewing of focus group/s**

GCIS is entitled to view focus group discussions (through one-way mirror or as a non-participative observer) at any given time during the lifespan of the project.

GCIS needs to be accommodated, from time to time, in consultation with the service provider, to undertake physical field visits to do its own quality checks and project monitoring. To enable GCIS to do the latter effectively for the management of the project, the successful service provider must provide fieldwork schedules in advance soon after the pre-phase briefings.

**NB:** In areas where one-way mirror is not available, the setup will be negotiated between two parties.

### **3.8. Discussion guide**

Some of the discussion guide/ in-depth interview questions will be provided by the client, GCIS. The successful bidder will draft a discussion guide informed by the proposed questions/research objectives and important themes as determined by the need or communication environment at the time. Furthermore, the successful bidder will be responsible for the format, design and layout of the guide in order to make it user friendly and easy to follow. In addition, the bidder is expected to give expert research advice and insights on the flow and phrasing of the questions, and any other insights that will improve the quality of the discussion guide and the quality of the data collected.

For purposes of this study there will be two different discussion guides, one to address the needs of approach 1 and the other one to address the needs of approach 2. However, these discussion guides are subject to change depending on needs identified at the time of going to field and will be adjusted accordingly to address issues and events at hand. The discussion guides should be limited to about **1.5 hours and** will be discussed and finalised with GCIS.

The discussion guide/ interview guide (in instances of in-depth interviews) shall be **thoroughly piloted and feedback discussed** before using the instrument. The discussion guide should be translated into **Afrikaans, isiZulu, Xitsonga, TshiVenda, and Setswana**. Therefore, bidders should outline (in the project plan) all piloting procedures. Further, piloting should be scheduled at locations that are easily accessible to the client so that they can be present if possible and be able to provide input towards finalising the instrument.

Details of the programmes and products to be pre- and/or post-tested will be made available to the successful bidder at the relevant time. Due to the nature of the work that GCIS does, some products might be made available to the service provider for testing within constrained time limits.

#### **PRACTICAL:**

All bidding entities are expected to **draft and submit a rudimentary discussion guide** consisting of **two sections** which address the following:

- a)** Awareness, exposure to any government priority and programmes/ policy related to the priority
- b)** Pre- or post-testing of a government communication product of your choice (eg: pamphlet, leaflet, publication, programme, advert or poster)

Also, indicate the possible selection criteria for the participants based on the tested product or the government programme/ policy being used in the mock discussion guide.

#### **3.9. Language**

Moderators, recruiters and transcribers should be **fluent with the languages spoken in different provinces** as focus group discussions should be conducted in the languages preferred by the respondents.

#### 4. COMPETENCIES AND EXPERIENCE OF THE SERVICE PROVIDER AND RESEARCH TEAM MEMBERS

The GCIS advises that separate research teams work on the different approaches/prongs because as mentioned earlier the segments might be conducted simultaneously and in different parts of the country. In addition, for each segment the research team (e.g. project leader(s), recruiters, moderators, translators, transcribers, analysts and report writers) should be the same throughout the whole project cycle and any deviation from this should be justified in writing and approved by GCIS. Therefore, it is expected that the bidding company will have two teams' profiles, CVs and should clearly indicate the two teams.

The service provider should provide separate profiles of the skills and experience of the project managers, project leaders, field coordinators/ supervisors, moderators/interviewers, transcribers, analysers, interpreters and report writers to be used throughout the research project. Experience in this regard should reflect the following:

- Extensive qualitative research involvement and strong qualitative research skills.
- Extent of exposure to communication research.
- References of previous or current qualitative study clients for individual team member.
- A list of prospective moderators and summaries of their CVs (**with complete references**) should be included in the proposal.

The service provider should clearly indicate or explain how they envisage to brief moderators to ensure understanding of the research objectives, consistency and quality of moderation.



#### **4.1. Outsourcing**

The service provider should inform GCIS timeously about outsourcing any aspect of the project (e.g. recruitment of respondents, moderating, transcribing, analysing, report-writing etc) if this was not indicated in the initial proposal. Outsourcing of any aspect of the research should be approved by GCIS.

**NB!!** It is the responsibility of the service provider (particularly of the leading member in the case of consortia) to ensure adherence to the terms and conditions of the contract, as well as delivery of services required.

#### **5. TIMING AND APPROACH**

The broad timelines for the project would be from **November 2012 to 30 November 2013**. GCIS will determine the timing and approach for the rollout of the project. The services of the successful company will be utilised in line with the GCIS's needs and objectives during the course of the study. The timing of the focus groups/in-depth interviews will be such that it overlaps with some of the major communication initiatives of government and other communication milestones. Project schedules and project progress reports (the frequency of which will depend on number of groups conducted per day) need to be made available to the GCIS project manager and be updated as the project progresses.

#### **6. COST**

The total cost for the project must not exceed **R1 600 000.00, including VAT** This amount should include the share of potential consortium partners. Proposals exceeding this amount will not be considered.

The service provider must give an indication on how they foresee the management of the billing process and ensure that the invoices are submitted timeously per fieldwork phase. The invoices should be labelled appropriately.

## 7. DELIVERABLES

The service provider should provide regular feedback to GCIS regarding the rollout, progress and management of the project. The service provider should share with GCIS any information and/or insight that might emerge from the research process in order to contribute to an ongoing initiative of improving and adapting processes and instruments to enhance the quality and usability of the findings.

- **Weekly fieldwork progress reports** in electronic format to be provided to GCIS or as regularly as deemed necessary (to be agreed between the two parties) throughout the project cycle.
- **Verbatim transcripts** in English – available in reasonable time following interviews (maximum five days after focus groups have been conducted).
- **Audio file** – it should be sent with the transcripts.
- Analysis and interpretation of research results in the form of **2 Power Point presentations** per quarter/ fieldwork phase (**electronic format** and 2 bound **hard copies**) to be presented to GCIS and its stakeholders at the latest 2 weeks after the end of each fieldwork phase.
- **2 detailed MS Word reports** (with an executive summary) **per fieldwork phase**, one for approach 1 and the other for approach 2 to accompany the presentations (**electronic format** and 2 bound **hard copies**).
- A compulsory **dry-run workshop** (full-day) with GCIS team and service provider, a week before the actual presentation in order to provide guidelines, discuss the presentation and word report expectations, content, layout and audiences the presentation will be targeting.

## 8. BRIEFING AT GCIS (HIGHLY RECOMMENDED)

All bidders are invited to a briefing (though not compulsory, but definitely beneficial to all bidding companies).

**Date:** 2 October 2012

**Time:** 10:00 to 11:30

**Venue:** Auditorium, 1<sup>st</sup> Floor, Midtown, GCIS, Madiba (Vermeulen) - or Sisulu (Prinsloo) Street, Pretoria

Parking is available at your own cost at the nearby Sammy Marks Square – entrance from either Madiba (Vermeulen) - or Sisulu (Prinsloo) Street, Pretoria.

## 9. BID EVALUATION PROCESS

It is necessary to ensure that there is one responsible lead bidder in the case of a consortium.

Bid documentation from companies should include a research proposal detailing how the company proposes to carry out the project to meet the research objectives. The proposal submitted should reflect a good understanding of the brief and be based on the information provided in the bid specifications. Points will be allocated on the criteria listed below.

Bids should be submitted as prescribed in the bid documents, and not delivered or sent to any staff member of the GCIS. Two phases of evaluation will be applied.

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Regulation (August 2001) on the basis of functionality and the 90/10 preference points system. The bidder that scores **60% or more** on functionality alone will be invited to do a presentation to the GCIS Evaluation Committee. The shortlisted bidders will be evaluated further in terms of the 90/10 points system, where 90 points will be for price only and the 10 points for BBBEE Status Level of contribution.

GCIS will assess the functionality of each proposal taking into account the following criteria:

Values: 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

**Where:**

**A** = total score of the bidder

**B** = maximum score, i.e. 500

All bidders are requested to attend to all aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process.

## 10. BID EVALUATION PROCESS

### 10.1. PHASE I: Functionality

The first phase involves the evaluation of all bid documents received in time where points will be for functionality only, based on the following broad criteria:

FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<b>10.1.1. RESEARCH DESIGN</b> <u>A: Sampling</u> <ul style="list-style-type: none"> <li>▪ Briefly outline the recruiting process/approaches and considerations for recruiting respondents for approach 1 and for approach 2.</li> <li>▪ Indicate the focus group/ mini groups: in-depth interview ratios.</li> </ul>	<b>10</b>		
<u>B: Data Collection &amp; Analysis</u> <ul style="list-style-type: none"> <li>▪ Outline the exact data collection procedures.</li> <li>▪ Indicate <b>quality assurance</b> measures.</li> <li>▪ <b>Outline quality control</b> procedures.</li> <li>▪ Outline critical <b>data management</b> aspects.</li> <li>▪ Explanation and examples of the <b>data analysis approach</b>.</li> </ul>	<b>25</b>		
<u>C: Discussion Guide (2 Sections only)</u> <b>Mock (rudimentary) discussion guide to illustrate:</b> <ul style="list-style-type: none"> <li>▪ Understanding of a discussion guide vs. a questionnaire</li> <li>▪ Relevant themes/topics/questions informed by the objective: Assessing awareness/exposure of the chosen government priorities and policies/programmes related to it.</li> <li>▪ Relevant themes/topics/questions informed by the objective: Pre-/ post-testing of the chosen communication product.</li> </ul>	<b>15</b>		

FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<p><b>10.1.2. PROJECT MANAGEMENT/ PLAN</b>  <i>A: Overall management and approach:</i></p> <ul style="list-style-type: none"> <li>▪ Give a detailed plan of how the project will be managed and clearly define the roles of each team member. Include planning, execution of all relevant phases, tasks/activities within each phase, monitoring and feedback to client.</li> </ul>	<b>10</b>		
<p><i>B: Flexibility to conduct urgent focus groups</i></p> <ul style="list-style-type: none"> <li>▪ Give a detailed plan of how urgent <b>focus groups</b> will be conducted within the shortest amount of time (max. 4 focus groups in one province). This will be driven by urgent matters in the environment that may need to be investigated immediately as they arise.</li> </ul>	<b>20</b>		
<p><b>10.1.3. DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Finalised project plan schedule for all fieldwork phases</li> <li>▪ Frequent fieldwork progress reports (frequency will be discussed)</li> <li>▪ Pre-phase briefing sessions when necessary, at the clients discretion</li> <li>▪ Verbatim <b>transcripts</b> in English.</li> <li>▪ <b>Audio files</b> per fieldwork phase (to be delivered with transcripts).</li> <li>▪ <b>Dry-run workshops</b> (1/2 a day or full-day) in preparation for the final presentations and reports.</li> <li>▪ 2 x <b>PowerPoint presentations</b> per fieldwork phase – approach 1 &amp; 2 – electronic, hard copy, face-to-face presentation.</li> <li>▪ 2 X <b>Full MS Word reports</b> per fieldwork phase (1 per approach) including insightful analysis and clear strategic-type recommendations in line with government communications– electronic and hard copies.</li> <li>▪ <b>Ad-hoc presentation/s</b> and <b>full MS Word report</b> when urgent Ad-hoc focus groups/ in-depth interviews were conducted.</li> </ul>	<b>5</b>		

FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<p><b>10.1.4. COMPETENCIES AND EXPERIENCE OF THE SERVICE PROVIDER AND RESEARCH TEAM MEMBERS</b></p> <ul style="list-style-type: none"> <li>▪ Clearly indicate the two teams for the two segments</li> <li>▪ Competencies and experience of the bidding <b>company/ consortium</b> in terms of a national study, particularly qualitative research study. In cases of a consortium competencies of <b>all parties</b> to be included, not only the lead company.</li> <li>▪ Provide details (referee contacts, company name etc.) of qualitative research projects in the field of communication the bidding company/ consortium companies has completed in the past year or two. (past 12- 24 months).</li> <li>▪ Provide detailed information regarding the experience of individual team members (e.g. their role in the team, their credentials especially in the field of qualitative research) in terms qualitative research in communication.</li> <li>▪ Complete references with contact &amp; related details of referees for each team member must be submitted. For senior/main team members the referees must be previous research clients.</li> </ul>	<b>15</b>		
<b>TOTAL</b>	<b>100</b>		

**10.2. PHASE 2:**

Only short-listed companies/consortia (bidders scoring high on functionality) take part in this phase.

The second phase evaluation will involve presentations by each of the short-listed bidding companies to a Bid Evaluation Committee constituted from the Chief Directorate: Policy and Research, as well as other co-opted members. If possible, bidding companies need to involve members of the envisaged project team in this presentation. The purpose of this presentation would be to provide the opportunity to the service provider to present their research proposal, as well as to mutually clarify issues relating to the research brief and project as a whole.

**NOTE:** The bidding companies who qualify for the second phase of evaluation will be notified in advance of the date and venue of the presentations within two weeks after closure of the bid. This evaluation will include not only functionality, but also price, information regarding the profile of the bidder, as well as preferential procurement – see criteria on the next page.

FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<p><b>10.2.1. RESEARCH DESIGN</b>  <u>A: Sampling</u></p> <ul style="list-style-type: none"> <li>▪ Briefly outline the recruiting process/approaches and considerations for recruiting respondents for approach 1 and for approach 2.</li> <li>▪ Indicate the focus group/ mini groups: in-depth interview ratios.</li> </ul>	<b>10</b>		
<p><u>B: Data Collection &amp; Analysis</u></p> <ul style="list-style-type: none"> <li>▪ Outline the exact data collection procedures.</li> <li>▪ Indicate <b>quality assurance</b> measures.</li> <li>▪ <b>Outline quality control</b> procedures.</li> <li>▪ Outline critical <b>data management</b> aspects.</li> <li>▪ Explanation and examples of the <b>data analysis approach</b>.</li> </ul>	<b>25</b>		
<p><u>C: Discussion Guide (2 Sections only)</u></p> <p><b>Mock (rudimentary) discussion guide to illustrate:</b></p> <ul style="list-style-type: none"> <li>▪ Understanding of a discussion guide vs. a questionnaire</li> <li>▪ Relevant themes/topics/questions informed by the objective: Assessing awareness/exposure of the chosen government priorities and policies/programmes related to it.</li> <li>▪ Relevant themes/topics/questions informed by the objective: Pre-/ post-testing of the chosen communication product.</li> </ul>	<b>15</b>		

FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<p><b>10.2.2. PROJECT MANAGEMENT/ PLAN</b>  <u>A: Overall management and approach:</u></p> <ul style="list-style-type: none"> <li>▪ Give a detailed plan of how the project will be managed and clearly define the roles of each team member. Include planning, execution of all relevant phases, tasks/activities within each phase, monitoring and feedback to client.</li> </ul>	<b>10</b>		
<p><u>B: Flexibility to conduct urgent focus groups</u>  Give a detailed plan of how urgent <b>focus groups</b> will be conducted within the shortest amount of time (max. 4 focus groups in one province). This will be driven by urgent matters in the environment that may need to be investigated immediately as they arise.</p>	<b>20</b>		
<p><b>10.2.3. DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Finalised project plan schedule for all fieldwork phases</li> <li>▪ Frequent fieldwork progress reports (frequency will be discussed)</li> <li>▪ Pre-phase briefing sessions when necessary, at the clients discretion</li> <li>▪ Verbatim <b>transcripts</b> in English.</li> <li>▪ <b>Audio files</b> per fieldwork phase (to be delivered with transcripts).</li> <li>▪ <b>Dry-run workshops</b> (1/2 a day or full-day) in preparation for the final presentations and reports.</li> <li>▪ 2 x <b>PowerPoint presentations</b> per fieldwork phase – approach 1 &amp; 2 – electronic, hard copy, face-to-face presentation.</li> <li>▪ 2 X <b>Full MS Word reports</b> per fieldwork phase (1 per approach) including insightful analysis and clear strategic-type recommendations in line with government communications– electronic and hard copies.</li> <li>▪ <b>Ad-hoc presentation/s</b> and <b>full MS Word report</b> when urgent Ad-hoc focus groups/ in-depth interviews were conducted.</li> </ul>	<b>5</b>		



FUNCTIONALITY	WEIGHT	VALUE	TOTAL
<p><b>10.2.4. COMPETENCIES AND EXPERIENCE OF THE SERVICE PROVIDER AND RESEARCH TEAM MEMBERS</b></p> <ul style="list-style-type: none"> <li>▪ Clearly indicate the two teams for the two segments</li> <li>▪ Competencies and experience of the bidding <b>company/ consortium</b> in terms of a national study, particularly qualitative research study. In cases of a consortium competencies of <b>all parties</b> to be included, not only the lead company.</li> <li>▪ Provide details (referee contacts, company name etc.) of qualitative research projects in the field of communication the bidding company/ consortium companies has completed in the past year or two. (past 12- 24 months).</li> <li>▪ Provide detailed information regarding the experience of individual team members (e.g. their role in the team, their credentials especially in the field of qualitative research) in terms qualitative research in communication.</li> <li>▪ Complete references with contact &amp; related details of referees for each team member must be submitted. For senior/main team members the referees must be previous research clients.</li> </ul>	<b>15</b>		
<b>TOTAL</b>	<b>100</b>		

## 11. PREFERENTIAL PROCUREMENT

Companies wishing to claim points in terms of preferential procurement evaluation should kindly complete the SBD 6.1 form and note below the breakdown of points that will be awarded.

<b>AREAS OF EVALUATION</b>	<b>Points</b>
Price	90
B-BBEE Status Level of Contribution	10
<b>TOTAL</b>	<b>100</b>

Once the second phase of evaluation has been completed, a motivation regarding the outcome will be prepared and submitted to the GCIS Departmental Bid Adjudication Committee as soon as possible. The successful bidder will be notified by our Supply Chain Management section. Bidders are kindly requested not to phone any member of the Directorate: Research & Information Centre (GCIS) in this regard.

**The proposals MUST be accompanied by the relevant bid documents as required and indicated in the bid documentation** (All accompanying forms MUST be fully completed) before 19 October 2012 at 11:00 AM.

## 12. ENQUIRIES:

### FOR RESEARCH-RELATED QUESTIONS ONLY

Contact Persons: **Ms Kopo Lehobye**  
(012) 314-2192

**Mr Phuti Mongalo**  
(012) 314-2490

### QUESTIONS ON BIDDING PROCEDURES ONLY

Contact Persons: **Mr. Mendrick Mlondobozi**  
(012) 314-2861

**Mr. Leshoka Mahloromela**  
(012) 314-2982

**13. BID SPECIFICATION SIGN OFF/ APPROVAL**

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**Dr Marietjie Strydom**  
**Director: Research & Information Centre**

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**Date**

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**Tasneem Carrim**  
**Chief Director: Policy & Research**

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**Date**

-----  
**Mr Vusi Mona**  
**DCEO: Content Processing & Dissemination**

-----  
**Date**



**GOVERNMENT COMMUNICATION & INFORMATION SYSTEM**

**BID CHECK LIST**

<p><b>Have you submitted a valid Tax Clearance Certificate?</b>                  (Failure to submit a valid Tax Clearance Certificate may result in the invalidation of your bid)</p>	<p align="center"><b>YES</b></p>	<p align="center"><b>NO</b></p>
<p><b>In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate?</b>                  (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)</p>	<p align="center"><b>YES</b></p>	<p align="center"><b>NO</b></p>
<p><b>Is the SBD 6.1 form signed by the duly authorized person?</b>                  (Failure to sign the SBD 6.1 will result in the invalidation of your bid)</p>	<p align="center"><b>YES</b></p>	<p align="center"><b>NO</b></p>
<p><b>Are the following forms completed and/or signed? Failure to do so will result in the invalidation of your bid</b></p> <ul style="list-style-type: none"> <li>1. SBD 1</li> <li>2. SBD 2</li> <li>3. SBD 3.3</li> <li>4. Declaration of Interest (SBD 4)</li> <li>5. SBD6.1</li> <li>6. SBD7.2</li> <li>7. SBD8</li> <li>8. SBD9</li> <li>9. GCC</li> <li>10. Terms of reference (TOR)</li> </ul>	<p align="center"><b>YES</b></p>	<p align="center"><b>NO</b></p>

.....  
**Signature**

.....  
**Date:**