



**Specifications for the  
Development and maintenance of the Government Communication  
Excellence Tool (G-CET)  
for Government Communication and Information System (GCIS)  
Reference: RFB 008/2022/2023**

## **1. PURPOSE**

- 1.1. The purpose of this document is to specify the requirements and request a proposal for developing a Government Communication Excellence Tool (G-CET) system for the Government Communication and Information System (GCIS). The proposal should also include a three year support and maintenance contract that will be reviewed every year.

## **2. BACKGROUND**

- 2.1. The GCIS is mandated to provide strategic leadership in government communication and coordinate a government-wide communication system that ensures that the public is continuously informed of government programmes and policies in a manner that would improve their lives. The Directorate: Government Communication Monitoring and Evaluation (GCME) is particularly responsible for the monitoring and evaluation of government communication activities.
- 2.2. GCME conceptualised the G-CET to monitor and evaluate the implementation of communication campaigns for continuous improvement within government departments. As a data-capturing tool, the G-CET simply allows departmental Heads of Communication and campaign managers to report on the progress/status of their communication activities.
- 2.3. However, the monitoring and evaluation of government communication is being manually conducted (through the G-CET) – using Outlook to request and receive data, Excel to consolidate and manage the data, and ultimately present it through PowerPoint on a quarterly basis - for various management reports. Therefore, the manual process has presented notable challenges.
- 2.4. The following factors hamper the monitoring and evaluation processes and necessitates for more effective data management tool:
  - 2.1.1. Inaccurate and late submissions of Departmental and GCIS sectional reports;
  - 2.1.2. Stakeholders/users tempering/altering the actual data template;
  - 2.1.3. Laborious and time consuming manual interventions required to ensure timeous and accurate data;
  - 2.1.4. Unavailability of relevant resources (e.g. Skills and personnel) for data inputs;
  - 2.1.5. Insufficient accountability for data throughout the process;
  - 2.1.6. Ineffective document management by individual role-players leading to data loss;



- 2.1.7. Limitations of report distribution mechanisms, current only emails are used;
  - 2.1.8. Storage capacity of both GCME and data custodians is limited, resulting in important documents/data being deleted and cannot be retrieved when it is needed;
  - 2.1.9. The delays in compiling the report also pose the risk of not meeting critical deadlines (e.g. APP); and
  - 2.1.10. Incompatibility/glitches of systems between GCIS and its external stakeholders (e.g. Excel versions and mailing system).
- 2.5. The GCIS Directorate: Information Management Systems (D: IMS) has conducted the User Requirements Specification and proposed the technologies to be used – just like internally developed systems.
- 2.6. To overcome the above-mentioned challenges of data collections and analysis; bidders are invited to submit proposals for developing an online version of a data management system called G-CET for GCIS.

### **3 SCOPE**

#### **3.1. Inclusions**

- 3.1.1. Develop, implement and support G-CET;
- 3.1.2. Costed 36 (thirty six) months Support SLA contract;
- 3.1.3. Propose the requirements for hosting the system (affordability of the proposed technologies' hosting and licensing is important);
- 3.1.4. Training GCIS/GCME users on the proposed solution; and
- 3.1.5. Knowledge Transfer to GCIS IMS Team

#### **3.2. Exclusions**

- 3.2.1. User Requirements Specification (URS). The D: IMS has conducted the URS. The URS can be provided per request;
- 3.2.2. Data Migration from any existing legacy system or data source is excluded;
- 3.2.3. Hosting environment; and
- 3.2.4. Training other Department Users.

### **4. REQUIREMENTS**

- a. GCIS invites bidders to submit proposals for the development of the G-CET system. GCIS makes use of Visual Studio 2017,VB.Net and SQL Server 2017 for application development and database management.
- b. To ensure business continuity, the proposed solution by prospective bidders is required to be compatible with the technologies indicated in paragraph **a)** above under requirements. The prospective bidders are therefore required to demonstrate in their proposals that the proposed solution that the prospective bidder is offering GCIS will be compatible to the current technologies utilized by GCIS.
- c. The successful service provider must provide GCIS access to the functionality required as described in 4.1.



#### 4.1. Functionalities required

- a. The system must be a web-based system. The system must provide a security access mechanism to automatically identify the login user and the specified functions for the five roles (user groups) as mentioned in sections 4.1.2.
- b. The system should provide the following functionalities:

##### 4.1.1. Generic Functionalities

- a. The system must provide the following generic functionalities:
  - i. The landing page for the relevant user group will be the frequently used page;
  - ii. A built-in e-mail/messaging notification functionality for alerting/notifying users according to the reporting processes / times;
  - iii. A reminder feature (on the system, SMS and/or email) to alert the relevant users of outstanding reports that are due according to the time frame: three days before due date (flexibility where possible);
  - iv. All reports should be actively exportable into MS Excel, PowerPoint and PDF formats;
  - v. Departmental Users should be able to **generate their own reports**;
  - vi. On Capturing pages, put the (i) icon next to each entry field. When the user clicks on the (i) icon, the explanation of the field will be displayed. GCME will have a functionality to update the fields with associated definition / explanation;
  - vii. The system should be compatible with or have a responsive design for **different mobile devices** such as Smartphones and Tablets/iPads. This is to also allow for live capturing or updating of data; and
  - viii. The proposed hosting/technical solution should allow for access to the underlying data managed via the system. This will allow for integration with external platforms such as Power-BI and Data Warehouses in the future.

##### 4.1.2. Functionalities per User Groups

- a. The system should also provide the specific functionalities to the following five user groups:
  - i. GCME Users: System administration role;
  - ii. Departmental User: To complete and submit reports per reporting period at any convenient time (24/7);
  - iii. GCIS Cluster Users: To submit reports on General Assessment and on the assigned communication Key Result Areas (KRAs) per reporting period;
  - iv. GCIS Sectional users: To submit reports on the assigned communication KRAs per reporting period; and
  - v. View users: Only access reports and other shared content (even through a link).



#### **4.1.3. Functionality for GCME users**

a. Below are the functionalities for GCME users:

- i. Upload/Share Documents;
- ii. Add / Edit Campaign;
- iii. Update Announcements;
- iv. Verify reports per department / per GCIS section;
- v. Update the Questions/Indicator list;
- vi. Maintain the drop down lists such as Questions associated with KRAs for general assessments and function/platform used, Government Priorities, KRAs associated with Indicators and assigned to GCIS Sections;
- vii. Update the Reporting Period with Due Date;
- viii. Update the definitions for the KRAs/ Questions;
- ix. Maintain the user profiles and access rights; and
- x. Generate and export data/reports to GCIS Media System, SPSS, and Power BI.

#### **4.1.4. Functionalities for Departmental, GCIS Cluster and Sectional Users**

a. Below are the functionalities for GCME users:

- i. Complete and submit reports/template per reporting period;
- ii. Upload evidence;
- iii. View Departmental / sectional reports; and
- iv. Access shared reports.

b. The functionalities are the same for the three user groups but the scope of reporting are different. Check the URS for the details.

#### **4.1.5. Functionality for View Users**

a. The View users can be relevant GCIS Unit/s, IA, SPPMR and Management to view reports.

### **4.2. Reports**

a. The system should be able to generate the following Reports:

#### **4.2.1. Report on General Assessment**

4.2.1.1. This function will allow GCME Users to see an overview of the captured Departmental data or reports and/or consolidated reports based on the following criteria (Search criteria):

- i. Reporting Period
- ii. The global picture of all Departments at national, provincial and local level
- iii. Individual department
- iv. GCIS Unit/s
- v. Clusters



vi. Published reports (after data analysis)

4.2.1.2. List the response per department and per question with the same format as Part A (General Assessment) of the data template.

#### **4.2.2. Function / Platforms Used Report**

- a. This function will allow GCME Users to see an overview of the captured Progress Reports. The individual Roles who have access to this function will be presented with information relevant to them by applying the following filtering options:
  - i. Reporting Period
  - ii. The global picture of all Departments at national, provincial and local level
  - iii. Individual Department
  - iv. GCIS Unit/s
  - v. Clusters
- b. The dashboard will present statistics based on departmental responses per campaign and/or KRA. The dashboard should allow for data exportation to Excel, PowerPoint, PDF and Power BI. There should be an option to generate dashboards per department, per KRA and/or questions with the same format as Part B (Function/Platform Used) of the data template.

#### **4.2.3. Communication Campaign Performance Report**

- 4.2.3.1. This function will allow GCME Users to. Complete and submit template, view and upload evidence (e.g. Links, Audio, Videos, Pictures, MS Word, PowerPoint, PDF etc.) and The individual Roles who have access to this function will be presented with information relevant to them by applying the following filtering options:
  - i. Reporting Period
  - ii. The global picture of all Departments at national, provincial and local)
  - iii. Individual Department
  - iv. GCIS Unit/s.
  - v. Clusters
- 4.2.3.2. On the top of the report, the dashboard will present Statistics based on departmental responses per department. The Dashboard should also be able to allow for the migration and/or exportation of MS Excel/Power BI, SPSS, and PowerPoint.
- 4.2.3.3. List the response per department per KRA and Indicators with the same format as Part C: Campaign Performance (Data Template).

#### **4.2.4. Transversal Campaign Performance Report**

- 4.2.4.1. This function will allow GCME Users to see an overview of the captured Progress Reports. The individual Roles who have access to this function will be presented with information relevant to them by applying the following filtering options:
  - i. Reporting Period



- ii. Campaign
- iii. Department/s at national, provincial and local level
- iv. GCIS Unit/s.
- v. Clusters

- 4.2.4.2. On the top of the report, the dashboard will present Statistics based on departmental responses per Campaign. The Dashboard should also be able to allow for the migration and/or exportation of interactive graphs/Tables/data to a presentation in MS Excel, PowerPoint, SPSS, and Power BI.
- 4.2.4.3. List the response per department and/or per KRA and Indicators for the selected transversal campaign with the same format Part C: Communication Campaign Performance (Data Template).

#### **4.2.5. Usage Report**

- 4.2.5.1. The following administrative reports will be available to the GCME users to assist them in monitoring the progress of the reporting process:
  - i. Outstanding Progress Reports
  - ii. Usage Report

#### **4.3. Business Rules**

- 4.3.1. The system will be responsible for data management throughout the process enforcing predefined business rules in order to ensure consistency and data quality as far as possible. The following business rules will govern the flow and access to the data through the system:
  - 4.3.1.1. The departmental users can only report for their respective department and current reporting period;
  - 4.3.1.2. The GCIS sectional users can only report for the KRAs which are assigned to them;
  - 4.3.1.3. GCME will be able to adjust campaign information - thereby affecting unit's reporting templates;
  - 4.3.1.4. All editable fields are compulsory, and all Mandatory fields must be verified before the form can be submitted;
  - 4.3.1.5. The format for all the date fields will be yyyy/mm/dd (e.g. 2022/07/15), the dynamic date should be selected from a calendar;
  - 4.3.1.6. All tables must have audit trail fields: a) Captured By, Captured Date, a) Maintain Action (Add / Update / Delete), Maintain By (the login user) and Maintain Date (the current date);
  - 4.3.1.7. All drop down lists should be sorted alphabetically;
  - 4.3.1.8. Deleted records will not be displayed but still kept in the database; and
  - 4.3.1.9. GCME can verify and edit (as agreed with data custodian) the content captured by other users.



#### 4.4. Annexure Templates

##### Important Considerations before Engaging the Template

IMPORTANT CONSIDERATIONS WHEN ENGAGING THE TEMPLATE:	
CLICK & USE DROP DOWN ARROWS PROVIDED	
Include Ministerial communication activities /outputs linked to the Department's mandate (Do not include political activities).	
Populate every field in the template accordingly. AVOID leaving gaps.	
If you don't respond to an indicator/Key Result Area or submit unquantifiable/unclear response: It will be treated as Zero	
Do not include Provincial data. ONLY NATIONAL PERFORMANCE.	
Supporting documents must not substitute population of the template.	
Do not temper with the template (no adding of rows/columns).	
SUBMIT ON TIME.	
NB: Ensure accuracy of your department's data because it will be treated as a true reflection of the department's	
NB: Some data will be subjected to a verification process!	

CONTACT DETAILS	RESPONSE
Name of Department (In full)	
Name of Head of Communication (HOC)	
HOC Contacts (Cell, Tel & Email)	
Reporting Period	01 APRIL - 30 JUNE 2022
Reporting Scope	All Departmental Communication Activities


##### Communication Drivers & Priorities

List all the Campaigns/Events/Programmes communicated by the Department (Add a row if space is insufficient)	CAMPAIGN/ACTIVITY NAME	MAIN PRIORITY COMMUNICATED (Click and select from Drop Down list)
	1. e.g. CORONAVIRUS DISEASE 2019 (COVID-19)	Advancing health and education
	2. e.g. Youth Month	Transforming the economy and creating jobs
	3.	
	4.	Transforming the economy and creating jobs Securing the right against corruption Advancing health and education Fighting drug abuse, gender-based and Gender-based violence Building a capable state Promoting greater social cohesion Building a better Africa and world
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	
	11.	






## Part A: General Assessment (Data Template)


OUTCOME	KEY RESULT AREA	QUESTION	RESPONSE (Click and select from Drop Down list)	COMMENTS
<b>An informed citizenry</b> 	Communication Enablers	Does the department have a communication strategy aligned to the Government Communication policy (GCP)?		
		Is the communication strategy approved?	YES NO	
		Is the communication strategy funded?		
		Is communication implemented according to the communication strategy?		
		Does the department have sufficient skilled personnel to carry out the required communication functions?		

## Part B: Function/Platform Used (Data Template)

OUTCOME	KEY RESULT AREA	QUESTION	RESPONSE (Click and select from Drop Down list)	COMMENTS
<b>An informed citizenry</b> 	<b>Key Messages</b>	Was your communication (products and services) informed by Key messages?		
	<b>Internal Communication</b>	Did you communicate the campaign internally?	YES NO	
	<b>Departmental Publications</b>	Did you communicate the campaign through any of the department's publications?		
	<b>Website</b>	Did you use the website?		
	<b>Social Media</b>	Were social media platforms used?		
	<b>Community Outreach</b>	Did you conduct any community outreach activities?		
	<b>Media Engagement</b>	Were media engagement activities conducted?		
	<b>Marketing and Advertising</b>	Was the campaign marketed/advertised?		
		Were community media platforms used for advertising?		
	<b>Audience Reach</b>	Did you use the Government Segmentation Model to determined target audience? Click here to see the GSM		
	<b>Language Use</b>	Did you use more than one of the official South African languages? (include Sign language & Braille)		



## Part C: Campaign Performance (Data Template)

PART C: COMMUNICATION CAMPAIGN PERFORMANCE					
OUTCOME (Basic/immediate results of communication)	KEY RESULT AREA (Area of Performance)	INDICATOR (Type of performance/measurement on a KRA)	TARGET (What was planned?) (Click and select from Drop Down list)	ACHIEVEMENT (What was actually done?) (Click and select from Drop Down list)	REASONS FOR DEVIATION &/OR COMMENTS (Do not leave blank)
	Use of Publications	Total number of articles using internal publications			
	Use of Website	Number of web-entries posted			
		Number of Facebook Posts			
		Number of Tweets Posted			
	Use of Social Media	Number of YouTube videos posted			
		Number of official WhatsApp messages shared.			
	Community Outreach	Number of outreach activities conducted			
<b>An informed citizenry</b>  	<b>Media Engagement</b>	Number of statements issued			
		Number of TV interviews conducted			
		Number of radio interviews conducted			
		Number of media briefings conducted			
		Number of opinion pieces placed			
	<b>Marketing and Advertising</b>	Total number of TV placements done			
		Total number of radio placements done			
		Total number of outdoor placements done			
		Total number of placements on community media platforms.			
	<b>Audience Reach</b>	Segments reached through your communication?			
	<b>Language Use</b>	South African language/s used through all your communication activities (Include Sign language & Braille)			



#### **4.5. Maintenance and support**

4.5.1. The prospective service provider will be expected to provide maintenance and support for three years after the implementation.

4.5.1.1. **Maintenance** includes reviewing of the database and logs for the environment, addressing the identified issues quarterly and on request.

4.5.1.2. **Support** can be any activity on system after implementation, including user, system support, and informal training.

### **5. INFORMATION REQUIRED FROM PROSPECTIVE SERVICE PROVIDERS**

#### **5.1. Response to the Requirements**

5.1.1. The prospective service provider will be required to submit a **proposal** based on the requirements mentioned in Section 4.

5.1.2. The proposal must also provide the information required in paragraphs 5.1 - 5.3. Presentation of the response information must refer to the headings and paragraph numbers of this document.

5.1.3. Submit relevant information with sufficient detail in order to enable GCIS to make an assessment of the information provided.

#### **5.2. Experience, credentials and capacity**

5.2.1. The service provider must have proven experience and skills to implement the required system as specified in paragraph 4.

5.2.2. Provide the following detailed information on your company's relevant experience to provide the services as specified in paragraph 4:

5.2.2.1. Provide at least three examples of similar work done in the last three years. Where relevant, provide URLs or Documents that demonstrate similar work done by your company;

5.2.2.2. Give details of the work undertaken;

5.2.2.3. Indicate the technical requirements that were needed for each of the examples and the skills that were used; and

5.2.2.4. Provide three contactable references for clients for whom similar work has been done in the last three years.

5.2.3. Provide an overview of your company's relevant skills, expertise and core personnel certification to provide the services as specified in paragraph 4 (e.g. Case studies demonstrating relevant work experience, expertise, and certificates /diploma /degree). This should demonstrate that the team has necessary skill to support GCIS.



5.2.4. Company profile.

### **5.3. Management of Project**

5.3.1. Provide a high-level project plan for the project (comprehensive demonstration of the project and all its details).

### **5.4. Knowledge and skills transfer**

5.4.1. Bidders must provide information on how they will ensure transfer of relevant knowledge and skills with the GCIS IMS team, to empower them to sustain, manage and support the system.

5.4.2. Bidders must indicate what documentation, such as Functional /Technical Design Specification, User Manual they will provide for developing the system.

5.4.3. A detailed training program / plan on the system's functionality must be provided for up to 10 GCIS: GCME to ensure adequate understanding of the proposed solution

### **5.5. Mandatory Standard Bidding Documents**

5.5.1. The standard bidding documents (SBD forms) are mandatory. This RFB for development and maintenance of the Government Communication Excellence Tool (G-CET) for Government Communication and Information System (GCIS) includes the following SBD forms listed below. These documents must be fully and accurately completed and signed by the duly authorised representative of the prospective bidder. These documents must be submitted with the proposal.

5.6. Invitation to Bid – SBD 1;

5.7. Pricing Schedule - SBD 3.3;

5.8. Declaration of Interest – SBD 4;

5.9. Preference Points Claim Form – SBD 6.1;

5.10. Contract Form- Rendering of Services – SBD 7.2

**5.11. General Conditions of the contract (GCC) – to be initialled on every page**

5.5.2. Bidders must be registered as a service provider on the Central Supplier Database (CSD) prior to submitting a proposal. Herewith, the link to register before applying: <https://secure.csd.gov.za/>.

5.5.3. Failure to submit documents mentioned under section 5.5 will lead to disqualification.

### **5.6. Pricing**

5.6.1. Prices must be provided for:



- 5.6.1.1. A fixed cost for developing the system including the training for one group training session up to 10 people for the functionality of GCIS: GCME team.
- 5.6.1.2. A fixed price for 36 months maintenance and support period with a detailed Service Level Agreement.
- 5.6.2. Prices must be quoted as a **Rand value and include VAT**. Prospective bidders are to use the following format as per the table below for presenting the breakdown of the pricing information.

Item	Price (R) (Inc. VAT)
1. Fixed price for developing the system including training	
2. Fixed price for maintenance & support over the 3 years period	

- 5.6.3. Prospective bidder(s) are to ensure that the prices reflected on the table above indicating the cost breakdown is carried over to SBD 3.3. The SBD 3.3 **must** reflect the total price offered by the prospective bidder / s for this bid.
- 5.6.4. Should the proposal/s of the prospective bidder (s) contain financial figures, the department will utilise the figures reflected in SBD 3.3, which is a mandatory document as the price offered for this tender by prospective bidder /s.
- 5.6.5. Therefore the total cost as indicated on the quotation as well as the cost breakdown as per the table above **must be transferred to SBD 3.3: Pricing Schedule form**
- 5.6.6. The grand total indicated on the quotation must be the same as the total amount indicated on SBD 3.3 including VAT, as this is the price offer that will be considered by GCIS.
- 5.6.7. Should there be any price discrepancies or inconsistencies between the quotation, the cost breakdown table and Price Schedule SBD 3.3, the price offer that the department will consider for this bid will be the price that reflect on SBD 3.3.
- 5.6.8. Should there be no price offer written on SBD 3.3 the proposal will be disqualified as it will be assumed by the department that no price offer was presented by the prospective bidder/s.

## 6. EVALUATION PROCESS AND CRITERIA

### 6.1. Evaluation process

- 6.1.1. The proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2017 on the basis of functionality and the 80/20-preference points system.



6.1.2. The evaluation process will be a two-phase process consisting of Technical Evaluation as well as Price and Preference Point System phases set as minimum standards (Gates) that prospective service provider /s must meet in order to be selected as a successful service provider as set out in the table below:

6.1.3. A prospective bidder /s who scores 60% or more on functionality will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for BBBEE Status Level of contributor.

## 6.2. Evaluation criteria

6.2.1. The proposals submitted by prospective bidder /s will be evaluated according to functionality / technical criteria indicated on the table below.

6.2.2. As indicated on paragraph 6.1.3 above, bidders that 60% or more on functionality will be further evaluated on price and BBBEE.

CRITERIA	DESCRIPTION	WEIGHT	VALUE
<b>1. Deliverables as specified in Section 4</b>	Understanding of the GCIS business requirements as per this Bid:	<b>90</b>	
	1.1) Implement the system according to all the GCIS requirements under section 4 - i.e.:	<b>(70)</b>	
	- Generic Functionalities (4.1.1)	(10)	
	- Functionalities per User Groups (4.1.2)	(10)	
	- Functionality for GCME users (4.1.3)	(10)	
<b>2. Experience, skills, credentials, capacity</b>	- Functionalities for Departmental, GCIS Cluster and Sectional Users (4.1.4)	(10)	
	- Functionality for View Users (4.1.5)	(10)	
	- Reports (4.2)	(10)	
	1.2) Maintenance and support - as per section 4.5 of the specifications	<b>(20)</b>	
	- Maintenance (4.5.1.1)	(10)	
<b>2. Experience, skills, credentials, capacity</b>	- Support (4.5.1.2)	(10)	
	2.1 Relevant experience of the company - as per section 5.2 of the specifications	<b>20</b>	
	• 5 years and above (5)	(5)	
	• 4 years (4)3 years(3)		
	• years (2)		
<b>2. Experience, skills, credentials, capacity</b>	• 1 year(1)	(5)	
	2.2 Company References - as per section 5.2.2.4 of the specification		
	• 5 or more (5)		



	<ul style="list-style-type: none"> <li>• 4 (4)</li> <li>• 3 (3)</li> <li>• 2 (2)</li> <li>• 1 (1)</li> </ul> <p>2.3 Capacity, skills and expertise of the core personnel who will be implementing the required solution - as per section 5.2 of the specifications</p> <p>2.3 Company Profile</p>	(5)	
		(5)	
<b>3. Project management</b>	Project management approach with a high-level project plan	<b>10</b>	
<b>4. Knowledge and skills transfer</b>	5.6 Documentation as per section 5.4b of the specifications	<b>10</b> (5)	
	4.2 A detailed training programme/plan on the system's functionality	(5)	
	<b>Total</b>	<b>130</b>	

6.2.3. All prospective service providers are to ensure that they attend to all areas of the requirements of the specification including, information to be submitted and aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process

6.2.4. GCIS will assess the functionality of each proposal taking into account the following values.

TECHNICAL	WEIGHT	VALUE
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Values: **0** = Non submission; **1** = Poor; **2** = Average; **3** = Acceptable; **4** = Very good; **5** = Excellent

6.2.5. The percentage for functionality will be calculated as follows:

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

Where:

A = total score of the proposal

B = maximum score, i.e. 650



### 6.3. Preferential Procurement

- 6.3.1. Bidders that wish to claim points in terms of preferential procurement Policy Framework Act 5 of 2000 and preferential procurement regulations of 2017 should kindly submit a proof of Valid B-BBEE status level of contributor or a valid sworn affidavit signed by commissioner of oath.
- 6.3.2. The breakdown of points for this phase will be as per the table below

Area of evaluation	Points
<b>1. Price</b>	<b>80</b>
<b>2. BBBEE Status Level of Contribution</b>	<b>20</b>
<b>Total</b>	<b>100</b>

## 7. GENERAL REQUIREMENTS

- 7.1. It must be noted by all prospective bidder/s that should any information be required from the prospective bidder/s, the required information must be submitted within 5 (five) working days of the request having taken place.
- 7.2. It is the prerogative of GCIS to request bidders to do a presentation on the proposal /s submitted. Should GCIS exercise this prerogative, bidders will be informed 5 (five) working days in advance.
- 7.3. Should this prerogative be excised by GCIS, the same evaluation criteria as indicated on paragraph 6.2 will be applied.

## 8. INTELLECTUAL PROPERTY

- 8.1. The Supplier is responsible for all expenses and other liabilities in regard to Intellectual Property rights possessed or used by the Supplier in the performance of the Services rendered by it to the GCIS and subject to the terms of the SLA. The Supplier indemnifies the GCIS against any claims that may arise from the infringement of intellectual property rights of any third party in the performance of the Services to the GCIS.
- 8.2. The Supplier shall at any time furnish, on request, adequate security to the satisfaction of the GCIS for the payment of all such claims which may arise, and costs, including attorney and client costs, in cases where proceedings are instituted against the GCIS in respect of the alleged breach of intellectual property rights.
- 8.3. The GCIS shall give the Supplier written notice of all such claims, actions, proceedings or suits alleging infringement or violation of any intellectual property rights. The Supplier shall furnish the GCIS with all reasonable assistance, furnish all reasonable information available to Supplier and the Supplier shall co-operate in every reasonable way to facilitate the defence and/or settlement of any such claim, action, proceeding or suit. The Supplier will reimburse the GCIS for all costs so incurred.



- 8.4. If the GCIS's use of Intellectual Property is enjoined or, in the opinion of the Supplier is likely to be enjoined, the Supplier will, at its expense and its option, either:
- 8.4.1. replace the affected service or other item furnished pursuant to the SLA with a suitable substitute, free of any infringement or violation;
  - 8.4.2. modify it so that it will be free of the infringement or violation; or
  - 8.4.3. procure for the GCIS a licence or other right to use it, provided that, if none of the foregoing options are practical, the Supplier will remove the enjoined Services or other item and refund to the GCIS any amounts paid to the Supplier without prejudice to any rights the GCIS may have.
- 8.5. Any Intellectual Property created, conceived or developed by the Supplier during the implementation of the SLA shall remain the sole and exclusive property of the GCIS.
- 8.6. Both Parties' obligations in terms of this clause shall survive the completion or termination of the SLA.

## **9. POPI ACT**

- 9.1. By submitting the tender documents, the Supplier agrees and consents in terms of section 11(1) of the Protection of Personal Information Act, 2013 (POPIA), to your personal information which you provide to the GCIS being processed by the GCIS and its employees, agents, cabinet committees, and sub-contractors for procurement purposes, in accordance with the POPIA.

## **10. BRIEFING SESSION**

- 10.1. A non-compulsory hybrid briefing will be held on 29 September 2022 from 10:00 till 12:00, to allow prospective bidders to ask questions for clarity. The briefing will be at the Auditorium of Tshedimosetso House, Corner Francis Baard and Festival Streets, Hatfield, Pretoria.
- 10.2. For the prospective bidder/s wishing to participate in the above briefing virtually, please see Zoom link: <https://gcis.zoom.us/j/9685285916>

## **11. SUBMISSION OF PROPOSAL**

- 11.1. The prospective **bidder /s** must submit their proposals, all relevant documentation and forms attached to this specification, **by no later than 11:00 on 14 October 2022**. Any submission received after the closing time indicated above will be disregarded.
- 11.2. **Proposals must be deposited in the 'Tender Box' at the GCIS reception at the following address;**

**GCIS HEAD OFFICE  
Tshedimosetso House  
1035 Frances Baard Street (corner Francis Baard & Festival Streets)  
HATFIELD, PRETORIA**



- 11.3. The proposals must be marked **RFB 008/2022/2023 – Development and Maintenance of the Government Communication Excellence Tool (G-CET) for Government Communication and Information System (GCIS)**

**12. ENQUIRIES:**

- 12.1. Prospective bidder /s are welcome to call the GCIS for clarity on the requirements until **12<sup>th</sup> October 2022** which is two days before the closing date of this bid.

**12.1.1. For Technical Enquires**

**Contact persons:**

- Brite Nemaranzhe / Nkele Sebasa  
Tel: 012 473 0040 / 0207 (E-mails: [brite@gcis.gov.za](mailto:brite@gcis.gov.za)/  
[Nkele@gcis.gov.za](mailto:Nkele@gcis.gov.za))
- Cathy Chen  
Tel: 012 473 0135 (E-mail: [cathyc@gcis.gov.za](mailto:cathyc@gcis.gov.za))

**12.1.2. For Information on bidding procedures**

**Contact persons:**

- Lebogang Molayi: Tel: (012) 473 0143 | Email:  
[Lebogangm@gcis.gov.za](mailto:Lebogangm@gcis.gov.za)
- Namane Mahlaba: Tel: (012) 473 0130 | Email:  
[Namane@gcis.gov.za](mailto:Namane@gcis.gov.za)

Approved by:

---

Ms Regomoditswe Mavimbela  
Deputy Director-General: CPD  
Date:



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM</b>							
<b>BID NUMBER:</b>		RFB 008 2022 2023		<b>CLOSING DATE:</b> 14 October 2022		<b>CLOSING TIME:</b> 11:00	
<b>DESCRIPTION</b>		DEVELOPMENT OF THE GOVERNMENT COMMUNICATION EXCELLENCE TOOL (G-CET) FOR GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)					
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
GCIS							
1035 TSHEDIMOSSETSO HOUSE							
C/O FRANCES BAARD AND FESTIVAL STREET							
HATFIELD							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
<b>CONTACT PERSON</b>		Lebogang Molayi/ Namane Mahlaba		<b>CONTACT PERSON</b>		Nkele Sebasa/ Brite Nemarandzhe/ Cathy Chen	
<b>TELEPHONE NUMBER</b>		012 473 0143/0093		<b>TELEPHONE NUMBER</b>		012 473 0207/0040/0043	
<b>FACSIMILE NUMBER</b>				<b>FACSIMILE NUMBER</b>			
<b>E-MAIL ADDRESS</b>		<a href="mailto:Lebogangm@gcis.gov.za">Lebogangm@gcis.gov.za</a> <a href="mailto:Namane@gcis.gov.za">Namane@gcis.gov.za</a>		<b>E-MAIL ADDRESS</b>		<a href="mailto:Nkele@gcis.gov.za">Nkele@gcis.gov.za</a> <a href="mailto:Brite@gcis.gov.za">Brite@gcis.gov.za</a> <a href="mailto:cathyc@gcis.gov.za">cathyc@gcis.gov.za</a>	
<b>SUPPLIER INFORMATION</b>							
<b>NAME OF BIDDER</b>							
<b>POSTAL ADDRESS</b>							
<b>STREET ADDRESS</b>							
<b>TELEPHONE NUMBER</b>		CODE		NUMBER			
<b>CELLPHONE NUMBER</b>							
<b>FACSIMILE NUMBER</b>		CODE		NUMBER			
<b>E-MAIL ADDRESS</b>							
<b>VAT REGISTRATION NUMBER</b>							
<b>SUPPLIER COMPLIANCE STATUS</b>		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>		TICK APPLICABLE BOX]		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>		[TICK APPLICABLE BOX]	
		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							



## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE:



**SBD 3.3**  
**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO.: ...RFB 008-2022/2023
CLOSING TIME 11:00	CLOSING DATE 14 October 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)	
<b>DEVELOPMENT OF THE GOVERNMENT COMMUNICATION EXCELLENCE TOOL (G-CET) FOR GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)</b>			
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 air travel, 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, e.g. 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  
1035 Francis Baard Street  
Hatfield

Namane Mahlaba/ Lebogang Molayi  
Tel: 012 473 0093/0143

Or for technical information –  
Nkele Sebasa/ Brite Nemarandzhe/ Cathy Chen  
012 473 0207/0040/0043



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

---

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



with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</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.



**SBD4**

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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







A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20** or **90/10**

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

Where

Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmax = Price of highest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?  
 (Tick applicable box)

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

- 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 or QSE  
(Tick applicable box)  

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....
- 9.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

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



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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## 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 .....

#### WITNESSES

1 .....

2 .....

DATE: .....



# **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.



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
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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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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 COMMUNICATION & INFORMATION SYSTEM

### BID CHECK LIST

<b>Have you submitted CSD report?</b> Mandatory requirements on CSD must be compliant ( Tax, Banking details, In business, not restricted) <b>In case of consortium, have all parties to the consortium/joint venture submitted their CSD report?</b>	<b>YES</b>	<b>NO</b>
<b>Have you submitted a proof of B-BBEE status level contributor?</b> Bidders other than EMEs must submit their proof of B-BBEE status level of contributor.	<b>YES</b>	<b>NO</b>
<b>Is the SBD 6.1 form signed by the duly authorized person?</b>	<b>YES</b>	<b>NO</b>
<b>Are the following Mandatory forms /documents accurately, fully completed and signed?</b>  1. SBD 1. 2. SBD 3.3 – The total Bid price for this tender must be included on SBD 3.3 3. SBD 4 4. SBD 6.1 5. SBD 7.2 6. GCC - To be initially on every page	<b>YES</b>	<b>NO</b>

.....  
**Signature**

.....  
**Date:**