## PART A INVITATION TO BID

	TED TO BID FOR F 01 2020 2021	REQUIREMENTS OF THE GO CLOSING DATE: 24 March			ATION		<u>INFORNMATIO</u> OSING TIME:	N SYSTEM 11:00
		OC PROJECTS RESEARCH				TOL	OSING TIME.	11.00
		EPOSITED IN THE BID BOX		T (STREET	ADDRE	ESS)		
GCIS						/		
1035 TSHEDIMOSETSO	HOUSE							
C/O FRANCES BAARD	AND FESTIVAL ST	REET						
HATFIELD				- 10. 10.			, (C)	
BIDDING PROCEDURE	ENQUIRIES MAY B	E DIRECTED TO	TECHNICAL	ENQUIRIES	MAY	BE DI	RECTED TO:	
CONTACT PERSON	Namane Mahlaba	/Pertunia Seete	CONTACT P	ERSON	Dr Nt	ombif	uthi Nala / Getr	ude Sadiki
TELEPHONE NUMBER	012 473 0093/ 042	21	TELEPHONE	NUMBER	012 4	73 02	18/0095	
FACSIMILE NUMBER			FACSIMILE	NUMBER		1.10.41		
E-MAIL ADDRESS	Namane@gcis.ge /Pertunia@gcis.g		E-MAIL ADD	RESS			i@gcis.gov.za cis.gov.za	a l
SUPPLIER INFORMATION			E IVII (IE) (DB		-		10.0.g 0 1 1 2 4	
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE			NUMBER				
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE			NUMBER				
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER	TAX			CENTRAL				
COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		OR	SUPPLIEF	- 1			
0171100				No:		MAAA		
B-BBEE STATUS	TICK AF	PPLICABLE BOX]	B-BBEE STA	TUS LEVEL	. SWOF	SN	[TICK APPI	LICABLE BOX]
LEVEL VERIFICATION CERTIFICATE			AFFIDAVIT					
	☐ Yes	☐ No					Yes Yes	☐ No
IA B-BBEE STATUS L	EVEL VERIFICA	TION CERTIFICATE/ SWO	DRN AFFIDA	VIT (FOR I	EMES	& QS	Es) MUST BE	SUBMITTED IN
ORDER TO QUALIFY		CE POINTS FOR B-BBEE						
ARE YOU THE ACCREDITED								
REPRESENTATIVE IN			ARE YOU A SUPPLIER F					
SOUTH AFRICA FOR	☐Yes	□No	ISERVICES			?	Yes	□No
THE GOODS /SERVICES /WORKS	[IF YES ENCLOSE	PROOF1					IIF YES ANSV	VER PART B:3]
OFFERED?	[11 120 21402001						[11 120,71101	
QUESTIONNAIRE TO BI	DDING FOREIGN S	UPPLIERS						
IS THE ENTITY A RESID	ENT OF THE REPU	JBLIC OF SOUTH AFRICA (F	RSA)?				☐ YE	S NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?								
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						S NO		
DOES THE ENTITY HAV	E ANY SOURCE OF	FINCOME IN THE RSA?					☐ YE	S NO
IS THE ENTITY LIABLE I	N THE RSA FOR A	NY FORM OF TAXATION? E ABOVE, THEN IT IS NOT	A REQUIREM	IFNT TO RE	GISTE	R F∩¤	YE TAX COMP	S NO
SYSTEM PIN CODE FRO	M THE SOUTH AF	RICAN REVENUE SERVICE	(SARS) AND	IF NOT REC	SISTER	AS P	ER 2.3 BELOW	

## PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMITTHEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE FOR COMPLY WITH ANY OF THE ABOVE PA	RTICULARS 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)	(i)
DATE:	

#### **DECLARATION OF INTEREST**

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

In order to give effect to the above, the following questionnaire must be completed and

- submitted with the bid.

  2.1 Full Name of bidder or his or her representative:

  2.2 Identity Number:

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

  2.4 Company Registration Number:

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

1"State" means -

2.6

2.

(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);

VAT Registration Number: .....

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>&</sup>lt;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

	2.9	9.1If so, furnish particulars.		
2.10		Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO	
2.10.1	1	If so, furnish particulars.		
2.11	of	you or any of the directors / trustees / shareholders / members the company have any interest in any other related companies bether or not they are bidding for this contract?	YES/NO	
2.11.1	1 If s	so, furnish particulars:		
	•••			
	• • • •			
3 F	Full	details of directors / trustees / members / shareholders.		

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

## 

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 hidder

May 2011

## 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) 80/20 preference point system will be applicable to 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

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

#### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5.	BID	DECL	<b>ARA</b>	TION

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

6.	<b>B-BBEE</b>	STATUS	<b>LEVEL</b>	OF	CONTRIBUTOR	CLAIMED	IN	TERMS	OF
	PARAGR	<b>APHS 1.4</b> /	AND 4.1						

6.1	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 ta reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BB status level of contributor.	

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO

7.1.1 If yes, indicate:

1)	vvnat	percentage	ot	the	contract	will	be
	subcontra	acted	;;	·····%			
ii)	The name	e of the sub-contrac	tor				
		BEE status level of t					
iv)	Whether	the sub-contractor i	s an EME	or QSE			
	(Tick ap)	olicable 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 last 51% owned by:		QSE V
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans	
	OR
Any EME	
Any QSE	

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	Manufacturer Supplier Professional service provider

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

[TICK APPLICABLE BOX]

Other service providers, e.g. transporter, etc.

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;

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

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:ADDRESS

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 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.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this Register enter the National Treasury's website,   www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes	No 🗆
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	No
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	No
4.4.1	If so, furnish particulars:		

#### **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FU FORM IS TRUE AND CORRECT.	
I ACCEPT THAT, IN ADDITION TO C ACTION MAY BE TAKEN AGAINST I PROVE TO BE FALSE.	
(··.	
•••••••••••	
Signature	Date
***************************************	201010100000000000000000000000000000000
Position	Name of Bidder
	Js365bW

SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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.
- 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.
  - 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.
- 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.
- 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>&</sup>lt;sup>a</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 ev	ery 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 bld, 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>&</sup>lt;sup>9</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

Js914w 2

### THE NATIONAL TREASURY

## Republic of South Africa



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**July 2010** 

#### **GOVERNMENT PROCUREMENT**

### GENERAL CONDITIONS OF CONTRACT July 2010

#### **NOTES**

The purpose of this document is to:

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

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

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

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#### **General Conditions of Contract**

#### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

#### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

#### 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 antidumping 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.

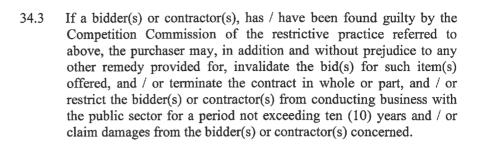
## 27. Settlement of Disputes

- 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
- 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 33.1 Industrial Participation (NIP) Programme
  - 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.



Js General Conditions of Contract (revised July 2010)

#### **GOVERNMENT COMMUNICATION & INFORMATION SYSTEM**

#### BID CHECK LIST

Have you submitted CSD report?	YES	NO
Mandatory requirements on CSD must be compliant (Tax, Banking		
details, In business, not restricted)		
In case of consortium, have all parties to the consortium/joint		
venture submitted their CSD report?		
Have you submitted a proof of B-BBEE status level contributor?  Bidders other than EMEs must submit their proof of B-BBEE status level of contributor.	YES	NO
Is the SBD 6.1 form signed by the duly authorized person?	YES	NO
Are the following forms completed and/or signed? SBD 1	YES	NO
1. SBD 1.1		
2. SBD 4		
3. SBD 6.1		
4. SBD 8		
<b>5.</b> SBD 9		
6. GCC		

• • • • • • • • • • • • • • • • • • • •	
Signature	Date:



#### **BID SPECIFICATIONS**

#### APPOINTMENT OF AD HOC PROJECTS RESEARCH PANEL

RFB:001 2020 2021

#### DEVELOPED BY:

GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)

#### MARCH 2021 TO 2026

#### 1. PURPOSE

- 1.1 The GCIS is changing its current research strategy which has two independent streams of research, namely the National Quantitative Tracking Research and Ad-hoc Qualitative and/or Quantitative Research that have independent service providers contracted for a fixed period.
- 1.2 The department seeks to appoint a panel of research companies for a period of five years. The change of strategy is informed by the strategic direction of the GCIS as well as the need for a quick turnaround time, and the provision of timely insights that inform government communication and policy decisions.
- 1.3 The panel is expected to comprise small, medium and large companies that specialise in either quantitative or qualitative methodologies or both.
- 1.4 Companies need to clearly indicate in their submission cover letter the methodologies they specialise in or if they specialise in both.
- 1.5 The research companies will be required to conduct large and small-scale research projects on an ad-hoc basis for the GCIS and on behalf of other government departments as and when needed, using different data collection techniques.

#### 2. BACKGROUND ON GCIS RESEARCH APPROACH

2.1. In 2003, the GCIS commissioned a National Quantitative Tracking Research to assess changes in the communication environment over time. The research was conducted daily throughout the year. This allowed for a continuous assessment

#### APPOINTMENT OF AD HOC PROJECTS RESEARCH PANEL

- of government performance on key priority areas and improvement of government programmes aimed at improving the life of all South Africans.
- 2.2. In the early years of running the project, only a few large companies could manage a project of this magnitude. However, the GCIS later opened up an opportunity to empower small and medium enterprises to partake in some aspects of the project. The GCIS made this possible by appointing an in-house statistician that standardised the sampling design and also by appointing a panel of service providers on a trial basis. This meant that all companies that have field capabilities and experience in quantitative methodology could do the research without incurring the cost of sampling and research design.
- 2.3. With changes in the communication environment, it is in the interests of the GCIS to have existing panels of respondents for a quick turnaround time on topical issues that affect different segments of the population. Therefore, the National Quantitative Tracker model had to be reconsidered to allow for a rapid turnaround time on issues in the environment.
- 2.4. The GCIS needs to be at the forefront of analysis and understanding of the communication environment. The department conducts and manages research studies to have a better understanding of the communication environment. This enables it to manage government's reputation and provide insights that helps government to work closely with all communities to improve their lives, especially previously disadvantaged communities.
- 2.5. The **Ad Hoc Research Panel** will enable and strengthen the GCIS's ability to conduct research; also on behalf of other government departments or role players.
- 2.6. In 2014, the GCIS Research unit undertook an exhaustive analysis of its Quantitative Tracker data to determine discriminating factors that divide the population into different segments/audience groups that are relevant for government communication. This exercise resulted in the GCIS's flagship product, the Government Segmentation Model (GSM). In 2019, the GSM was reviewed to check its validity and reliability. This resulted in the revised GSM second edition (see Annexure A (Government Segmentation Model brochure).
- 2.7. The GSM serves as a reference point for government communications, media planners and marketers for effective reach and communication with the South African population.
- 2.8. With the rapidly changing communication environment, it is anticipated that the Ad Hoc Research Panel will conduct studies in amongst others to assess the perceptions of each segment towards government programmes, products, services and campaigns. Therefore, bidders are encouraged to indicate which of the segments in the GSM have the capacity and experience in sampling and how

#### APPOINTMENT OF AD HOC PROJECTS RESEARCH PANEL

they propose improving access to all segments of the population in line with the GSM.

- 2.9. Publication of these Bid Specifications signals the beginning of procurement procedures in the process to appoint service providers with expertise in:
  - quantitative research,
  - qualitative research or
  - both methods (qualitative and quantitative) and capabilities of advanced methods/techniques of data collection.
- 2.10. The successful service providers will enter into a formal Service Level Agreement with the GCIS and be appointed for five years renewable annually based on performance.

#### 3. RESEARCH OBJECTIVES

#### 3.1. Main research aim

- 3.1.1. The main objective of research to be conducted is to gain insights for effective government communication and government's reputation management using the GSM as a reference for target audiences.
- 3.1.2. The following secondary objectives will be addressed:
  - assessing public opinion regarding government performance on government priority areas
  - assessing public awareness, exposure, perceptions, attitudes to policies and projects/programmes of government
  - assessing the communication environment within which government communication takes place
  - exploring information needs and communication preferences of South Africans regarding government policies and programmes
  - pre-and-post testing of information products, services and communication initiatives and/ or campaigns
  - assessing impact of government communication initiatives/campaigns.

#### 4. PROJECT MANAGEMENT

#### 4.1. Overall management and approach

4.1.1. The company should give a clear indication of how an ad-hoc project will be managed in accordance to the relevant research approach, i.e. reference to all phases of the research process, e.g. planning, field work (data collection and

- quality control), coding and processing of data, data tabulation and analysis, reporting, interpreting and strategic input.
- 4.1.2. The company should have knowledge of developing research instruments addressing the set objectives.
- 4.1.3. The company should be able to assume leadership in terms of research design, fieldwork, data analysis and presentations of findings with strategic insight to inform the communication of government. Findings should be presented in a format that will assist in strategic usability of key findings that are tailor-made for GCIS and departmental clients.
- 4.1.4. The bidder should be able to assume responsibility and accountability for all required deliverables. However, GCIS should be consulted consistently and will provide guidance on an ongoing basis through regular and mutual liaison and feedback mechanisms throughout the research processes.
  - 4.1.5. It is required that the service provider ensure the availability of the team and resources to accommodate reasonable additional requests that will be agreed upon with GCIS.
  - 4.1.6. Feedback has to be maintained throughout the entire research period. This may take the form of regular status reports (e.g. by means of regular e-mail, telephonic contact or face-to-face meetings/workshops). The team must advise GCIS on any aspect of the research project/programme that can improve/strengthen the approach, outcome and/or research findings in accordance with the research objectives.
  - 4.1.7. The service provider should be committed to partnering the GCIS and to apply leading research thinking and innovation tools or models that are directly useful to the work of GCIS and can enhance the ability to provide strategic leadership in government communication. This will be evidenced by amongst others, the ability to do extensive data analysis to inform and guide communication.

### 5. RESEARCH DESIGN

### 5.1. Methodology

5.1.1. For the bid submission, the research company should demonstrate the ability to use a variety of appropriate research designs. With relation to the GSM, the company should also demonstrate how they can establish a panel of regular respondents that will assist the GCIS to assess impact of government programmes, services or products over a period of time.

### 5.2. **Sampling**

5.2.1. The company should demonstrate the ability to sample the population according to the GSM. The company should demonstrate in which segment they are well versed within the GSM and indicate what sampling approach would be

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used. It should be noted that GCIS has an in-house statistician that will be working with all successful bidders when projects are allocated.

### 5.3. Data Collection

5.3.1. The research company must indicate the exact procedure that is followed in collecting the data as per the research methodology used and include clear quality assurance as well as quality control procedures and data management aspects. In relation to the GSM, the research company needs to indicate which are the appropriate data collection methods for the selected segments. In qualitative research, mention whether you plan to use stimulus material or projective techniques.

### 5.4. Data Analysis

5.4.1. The research company is expected to briefly explain the data analysis approach used, including procedures used in order to ensure integrity of the analysis. The research company should also show how they will use other resources to enhance their analysis and interpretation. For quantitative analysis, GCIS uses the IBM SPSS statistical software – confirm whether the company is in a position to make data available in this package. For qualitative analysis, mention how the data will be tackled: whether there will be a specialist analysis software used.

### 5.5. Project Plan / Timeline

- 5.5.1. Research companies need to provide examples of project plans for recent projects they have managed (identity of clients can be kept confidential should there be a need). These should indicate the entire research process e.g. planning, recruitment/sampling, moderating/interviewing, transcribing/capturing, analysis, quality control, deliverables and communication with GCIS. The project plans must include timelines and deliverables.
- 5.5.2. In addition, the research companies should be in a position to do urgent ad-hoc research projects. Therefore, the research companies should also indicate realistically the timeframes for conducting research in all provinces in the quickest turnaround time. This will be driven by urgent matters in the environment that may need to be investigated immediately as they arise.

### 5.6. **Briefing and debriefing sessions**

5.6.1. Once appointed for a specific project, a briefing workshop will be held with the relevant research company before commencement of a project, to ensure proper understanding of the project aims and objectives. It is expected that the appointed research company make available all members of the project team during initial

briefings in order for GCIS to personally brief the research team (especially the fieldworkers, moderators, transcribers and recruiters) at the beginning of a project.

### 5.7. Viewing of fieldwork

5.7.1. GCIS must be accommodated, from time to time, in consultation with the service provider, to undertake field visits to enhance insight and to do its own quality checks and project monitoring. To enable GCIS to do the latter effectively for the management of a project, service providers must provide fieldwork schedules in advance soon after the pre-project briefings. For qualitative research projects, the research company should demonstrate capabilities to live-stream (video streaming) some of the focus groups to a selected managerial audience.

### 5.8. Data collection

ECCEPANT.

- 5.8.1. For the bid submission, costing per quantitative project should be based on the questionnaire formulated in a manner that allows the length of interviewing not to exceed 45 minutes. For qualitative projects, the discussion and/or interview guide should be limited to no more than about 1.5 hours.
- 5.8.2. Below are the ceiling amounts (**VAT inclusive**) that may not be exceeded as per interviewing method including disbursement costs (i.e. travel, accommodation and gift/monetary incentives to participants). The annual cost increase will be 5% for the subsequent four years of the contract period.
  - CAPI: **R 650.00** per interview (30-60 minutes)
  - Telephonic: R 400.00 per interview (20-30 minutes)
  - Focus Groups: R41 400 per group
  - In-depth-Interview: R4 260. (Max: 60 minutes)
  - Online: R270.00 per interview
- 5.8.3. In addition, relevant research companies are 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 questionnaire/ discussion guide and the quality of the data collected.
- 5.8.4. The interview guide shall be thoroughly piloted and feedback discussed before using the instrument. The discussion guide/questionnaire should be translated into at least **Afrikaans**, **isiZulu**, **Xitsonga**, **Tshivenda**, **and Setswana** and/or languages relevant to the respondents in the areas where the project will be undertaken. Therefore, research companies should outline (in the project plan) all piloting procedures. Further, piloting should be scheduled at locations that are accessible to GCIS to provide input towards finalising the instrument.

### 5.9. Language

5.9.1. Interviewers/moderators, recruiters and transcribers should be fluent with the languages spoken in different provinces/areas as interviews/focus group discussions should be conducted in the languages preferred by the respondents.

### 5.10. Quality Control

5.10.1. The service providers should do intense quality checks at all points of the research process to ensure data of good quality. Indication should be provided on how data will be verified and checked during and after it has been processed. Normal industry standards with regard to back-checking (10% per interviewer and 20% overall) should be applied. Pre-testing (piloting) of the questionnaire and feedback is a requirement before application of the research instrument.

### 5.11. Copyright

5.11.1. Bidders should note that all aspects of the project will be within the legal rights of the GCIS (questionnaire/discussion guide structure, questionnaire/discussion guide content, data and models developed). None of the service providers copy right material will be provided for in this project. All products/material developed to enhance the project will therefore be deemed the property of the GCIS.

## 6. COMPETENCIES AND EXPERIENCE OF THE RESEARCH COMPANY AND RESEARCH TEAM MEMBERS

6.1. The service provider should provide separate profiles of the skills and experience of the anticipated project managers, project leaders, field coordinators, data processing team, analysers, interpreters and report writers to be used throughout the contract period. Experience in this regard should reflect previous experience in the following:

### 6.1.1 Quantitative Research:

- \* strong quantitative research skills
- clearly state the involvement and responsibility of each team member, including those (sub) contracted/responsible for field work management
- exposure to communication research for a minimum of two years
- demonstrate which of the five segments, the company is well versed in
- references should be provided (previous or current clients for whom you have conducted quantitative research)
- demonstrate how learnings/ insights from the research projects benefitted the client

use of infographics to enhance findings.

### 6.1.2 Qualitative Research:

- strong qualitative research skills
- clearly state the involvement and responsibility of each team member, including those (sub) contracted/responsible for recruiting and field work management
- · exposure to communication research for a minimum of two years
- demonstrate which of the five segments, the company is well versed in
- a list of prospective moderators and summaries of their CVs (with complete references) should be included in the profile
- the research company should clearly indicate or explain how they envisage to brief moderators to ensure understanding of the research objectives, consistency and quality of moderation
- demonstrate how learnings/insights from the research projects benefitted the client
- use of infographics to enhance findings.

**NB!!** The research management team should be the same throughout the bid period unless the change is adequately motivated for and approved by GCIS. It is the responsibility of the research companies to ensure adherence to the terms and conditions of the contract, as well as delivery of services required.

### 7. BIDDING PROCEDURES

- 7.1 In order to promote / advance transformation only bidders with a minimum BBB-EE status of Level 4,3,2 or 1 will be eligible to submit bid prorosals.
- 7.2 Companies wishing to claim points in terms of Preferential Procurement Act (Act no. 5 of 2000) and Regulation 2017 (B-BBEE) should kindly complete the SBD 6.1.
- 7.3 Complete ,sign and submit the following Standard Bidding Documents:
  - Invitation to SBD 1
  - Declaration of Interest SBD 4
  - Preference Point Claim from SBD 6.1
  - Declaration of Bidder's Past Supply Chain Management Practices SBD 8
  - Certificate of Independent Bid Determination SBD 9

### 8 BID EVALUATION PROCESS

# 8.1 GCIS has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Presentation (Gate 2)
Bidders must submit all documents as outlined in paragraph 8.2 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum functionality score of 65%. Bidders that	Bidders are required to achieve a minimum score of 65% on presentation. Bidders that achieve 65% or more will be appointed.

The evaluation process will be a two way process in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Regulation (December 2017) on the basis of functionality. An evaluation panel constituted by the GCIS will be responsible for both phaces of the evaluation.

### 8.2 Gate 0: Pre-qualification Criteria

Without limiting the generality of GCIS' other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for pre-qualification

Documents that must be submitted	Non-s	ubmission may result in disqualification?
Application of BBBEE pre- qualification criteria	YES	<ul> <li>In order to promote/advance transformation within the sector, there will be a specific condition that only bidders with a minimum BBBEE status of Level 4, 3, 2, 1 and availability of EME and QSE will be considered.</li> <li>Non submissio of an original B-BBEE certificate or a sworn affidavit, will lead to a disqualification.</li> </ul>
Registration on Central Supplier Database (CSD)	YES	<ul> <li>The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.</li> <li>Visit https://secure.csd.gov.za/ to obtain your vendor number.</li> <li>Submit proof of registration.</li> </ul>

### 9.3 Gate 1: Technical Evaluation Criteria

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality as follows:

### **QUALITATIVE RESEARCH CRITERIA**

FUNCTIONALITY ASPECT		DESCRIPTION	WEIGHT		
A.	Competencies and experience of the service provider and the core research team members.	Provide information that describes the experience and competencies of the company in conducting qualitative research. (Company profile indicating the years of existence of the company).	[5] 		
		Provide information on experience and competencies of each member of the core research team that will be working on the GCIS qualitative projects. (CVs with contactable references).	[10]		
	TOTAL [20]	Provide a list and details of a minimum of three communication related qualitative projects completed in the past two years. (Project names and objectives as well as client references with their contact details).	[5]		
B.	Understanding of project management.  TOTAL [15]	<ul> <li>Describe how would the company plan for a national qualitative project taking into account the following:         <ul> <li>Human resources</li> <li>Fieldwork</li> <li>Recruitment</li> <li>Data collection</li> </ul> </li> </ul>	[15]		
		<ul> <li>Transcribing</li> <li>Analysis and</li> <li>Report writing and presentation of findings</li> </ul>			

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
C. Recruiting for a national qualitative study.  TOTAL [15]	Briefly outline the recruitment process and considerations for selecting respondents taking into account the Government Segmentation Model (attached).	[15]
D. Data Collection & Analysis.	Indicate which approaches the company is capable of using for data collection (e.g. face-to-face or/and online discussions/in-depth interviews).	[5]
TOTAL [25]	Outline data quality assurance/control measures that are applied for any of the approaches of data collection that the company uses.	[10]
	<ul> <li>Indicate software if any or method used for qualitative data capturing and analysis.</li> </ul>	[10]
E. Strategic approach/insig hts.  TOTAL [25]	<ul> <li>Provide an example of a project you completed in the past two years to demonstrate how you strategically used the findings or learnings from the project in order to provide insights to the work of the client. This should also reflect the companies expert advice that was provided when developing the instrument. Please also attach the discussion guide/s that was/were used (NB: you are not obliged to disclose the name of the client).</li> </ul>	[25]
TOTAL		100

### **QUANTITATIVE RESEARCH CRITERIA**

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
A. Competencies and experience of the service provider and core research team members.	<ul> <li>Provide information that describes the experience and competencies of the company in conducting quantitative research. (Company profile indicating the years of existence of the company).</li> </ul>	[5]
TOTAL [20]	<ul> <li>Provide information on experience and competencies of each member of the core research team that will be working on the GCIS quantitative projects.</li> <li>(CVs with contactable references).</li> </ul>	[10]
	<ul> <li>Provide a list and details of a minimum of three communication related quantitative projects completed in the past two years. (Project names and objectives as well as client references with their contact details).</li> </ul>	[5]
B. Understanding of project management.  TOTAL [15]	<ul> <li>Describe how would the company plan for a national quantitative project taking into account the following:         <ul> <li>Human resources</li> <li>Fieldwork</li> <li>Sampling</li> <li>Data collection</li> <li>Data capturing</li> <li>Analysis and</li> <li>Report writing and presentation of findings</li> </ul> </li> </ul>	[15]

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT	
C. Sampling for a national quantitative study.	<ul> <li>Briefly outline the sampling process and considerations for selecting respondents taking into account the Government Segmentation Model (attached).</li> </ul>	[15]	
95 (4) (c)	±41	Profession and the second	
D. Data Collection & Analysis.	<ul> <li>Indicate which approaches the company is capable of using for data collection (e.g. CAPI, PAPI and online).</li> </ul>	[5]	
TOTAL [25]	<ul> <li>Outline data quality assurance/control measures that are applied for any of the approaches of data collection that the company uses.</li> </ul>	[10]	
	Indicate software used for quantitative data capturing and analysis (Including advance data analysis techniques used).	[10]	
E. Strategic approach/insigh ts.  TOTAL [25]	<ul> <li>Provide an example of a project you completed in the past two years to demonstrate how you strategically used the findings or learnings from the project in order to provide insights to the work of the client. This should also reflect the companies expert advice that was provided when developing the instrument. Please also attach the questionnaire that was used (NB: you are not obliged to disclose the name of the client).</li> </ul>	[25]	
TOTAL		100	

Points will be allocated on the criteria listed below:

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

The percentage for functionality will be calculated as follows:

A
---- X 100
B
Where:
A = total score of the bidder
B = maximum score, i.e. 500

Bidders that achieve 65% or more on functionality will proceed to the next

### 9.4 Gate 2: Presentation

GCIS reserves the right to invite prospectic bidders for a presentation.

- 9.4.1 If it necessitates it, a second phase evaluation will be held. Only short-listed companies (scored the required points on functionality) take part in this phase. The second phase will involve presentations by each of the short-listed bidding companies to the Bid Evaluation Committee. The same evaluation criteria from Gate 1 will be applied.
- 9.4.2 All bidding companies are requested to prepare a short presentation using an example of previous work done to demonstrate how they present either quantitative or qualitative research findings to reflect analysis insight. If they are bidding for both methodologies, the presentation will reflect a combination of the two. The presentation should be packaged in a creative and visually appealing way.
- •9.4.3 If possible, bidding companies need to involve members of the envisaged project team in this presentation. Over and above demonstrating on how quantitative/ qualitative research results reflect analysis insight, the presentation is also meant to provide the opportunity to the service provider to present their research profile, as well as to mutually clarify issues relating to the research brief.

**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.

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### 10 BRIEFING AT GCIS (HIGHLY RECOMMENDED)

Two non-compulsory briefing sessions will be held on 12 March 2021, starting at 10:00am and 13:00am respectively, to bring potential prospective bidders on board with requirements in terms of documentation needed and on the completion therof. In order to comply with the COVID-19 regulations, prospective bidders will be divided into two groups. Each briefing session will accomadate 20 prospective bidders for the period not exceeding three (3) hours. Bidders who intend to attend a briefing session are requested to submit their names and time to Dr Nala (ntombifuthi@gcis.gov.za) and Ms Sediki (getrude@gcis.gov.za), on or before 12 March 2021. The briefing is not compulsory, however definitely beneficial to all bidding companies.

Date:

12 March 2021

1st session:

10:00 am - 11:30 am 13:00pm - 14:30 pm

2nd session: **NB**:

Please attend one session.

Venue:

GCIS Auditorium, 1st Floor, Tshemodisetso House, 1035 Frances

Baard and Festival Street, Hatfield, Pretoria

### 11. SUBMISSION OF PROPOSALS

The closing date for bid submission is 24 March 2021 at 11am

Bidders must submit their proposal in the 'Tender Box' at GCIS reception marked RFB 001 2020 2021 with all Standard Bidding Documents (SBD) properly filled and signed at reception, marked for the attention of Dr Ntombifuthi Nala to the following physical address:

### **GCIS HEAD OFFICE**

Tshedimosetso House

1035 Frances Baard Street (Old Schoeman Street) corner Festival Street HATFIELD, PRETORIA

### 12. CONTACT DETAILS FOR ENQUIRIES:

Bid specification:

Dr Ntombifuthi Nala

Tel: (012) 473 0218

Email: ntombifuthi@gcis.gov.za

**Bidding procedures:** 

Mr Namane Mahlaba

Tel: (012) 473-0093

Email: namane@gcis.gov.za

Ms. Pertunia Seete

(012) 473-0421

Email: pertunia@gcis.gov.za

Recommended /Not Recommended

Tasneem Carrim
Chief Director

Policy and Research, CDir: Policy and Research

**Approved / Not Approved** 

Mr Tyrone Seale

**ADDG: Content Processing and Dissemination** 

Date:

# ANNNEXURE A: Government Segmentation Model (GSM 2nd edition) including demographic characteristics

SS Cosmopolitan Capital	3.6 Million People (6% of SA adult population) These people are mostly afficient, professional and independent. They have the highest amount of disposable income, highest proportions of tertiary education, employment. They are influential, historicary and concerned about anything that would negabively impact the economy and consequently their independence and their net worth.	100% Metro. Gauteng 52%, Western Cape 22%, KZN 9%.	26% are 18 - 34 yrs odd, 25% 35 - 49 yrs Old and 26% are 50 yrs+, Fernale (52%), male (48%)	White 51%, Black 34%, and Indian 9%.	Mainty English (47%), Afrikaans (17%) and Istoric (11%),	High education levels: 33% have matric and 38% have higher education.	43% employed full time, 18% self. employed and 10% unemployed.	Upper income - 41%, (9472-542) - R616 852), 32% (R616-853 - R798-172), 19% (R798-173-R1-053-843) and 8%-above
S4	6.1 (Nillon People (11% of \$A adult population) Metro Mobiles are interested in keeping a parktular lifestyle. They are the lookout for ways to improve their flves, be it financial aid to start a business or upskilling themselves. These people see themselves as inspirational, role models and influencers. They are concerned about drugs, unemployment, corruption, crime, the economy and basic service delivery.	They free in retto areas and mainly in formal dwellings. Gauteing (44%), Western Cape (22%) and COM (19%).	18 – 34 year olds 31%, 22% are between 35 – 49 yrs old and 21% are 50 yrs+. Females 52%, males 49%.	Back 54%, 23% Coloured, White 13%.	English 34%, Afrikaans 22%, Isizulu 20%.	43% completed high school, 22% did not complete high school and 14% completed higher education.	27% employed full time, 13% self- employed and 26% unemployed.	Middle Income - 35% (R138 821 - R237 593), 65% (R237 594 - R472 501)
\$3 \$\$ Safely Suburban	5.9 Million People (10% of 5.9 Million People (10% of 5.9 adult population) safety Suburbans are of the view that their quality of life has declined. They identify their lack of appropriate education as an obstacle to accessing employment or getting better jobs. For this segment, the high cost of living, lebour cost and investment are critical areas of concern. They are safety conscious and highly protective of their physical, social and economic environment.	The majority (31%) he in non-metro urban and mainty in formal theolings. Western Cape 18%, x2N 15%, Mournalanga 12%, North West 11%.	18—34 year olds make up 30%, one fifth are 35—49 yts and a fifth are 50 yrs+. Equal male and female spill.	Black 57%, White 29%, Coloured 15%,	Largest proportion speak Afrikaans (30%) followed by English 2006.	High Education levels: 35% completed high school, 21% completed higher education.	29% full time employment, 12% self. employed, 23% unemployed,	Majority (85%) in middle income bracket R138 R12 R472 S0.L
SZ Oty Seekers	14.4 Million People [25% of SA adult population) People in this segment are city dwellers who are familiar with the demands of a compeditive urban life. They are generally hopeful, ambidious, carear- orlanted and constantly looking for opportunities to improve their lives and that of their families. Despite the day- to-day challenges they continue looking for job opportunities be cause they see this as the answer to a better future.	Merco (91%) and mainly in informal (52%) and faronal (43%) petitionaests. Galateing (42%), KZM (17%), Western Cape (15%) and Eastern Cape (15%).	34% are 18 - 34 km, one of this error yes uits and 13% are 50 e years. Females 49%, males 53%	Predominantly Mack 90%, Coloroed 95;	Majority speak African Languages 1877%, scrafe 34%, technora 19%, Serothe 11%.	40% High school completed and 17% did not complete high school	High onemployment - 4256 are anemployest	Low income - 20% (NO - R39 SDA), 1859, (R39 SOS - R65 S20), and 42% (H65 S21 - R138 S21).
S1 Cooted Realists	(48% of SA adult population) They are mostly unamployed, with low education levels. Some try to remain positive and acknowledge that they have come a long way. However, their optimism is chaltenged by difficult financial circumstances and most rely on government grants. They long for financial independence, permanent employment and improved living conditions.	Non-metro traditional settlements (63%), 30% non-metro urban informal settlements. Eastern Cape 24%, Limpopo 20%, KZN 18%, Mpumalanga 11%.	30% are 18-34 yrs, 15% are 35-49 yrs and 14% are older than 50. Females 52%, males 48%.	94% Black, 5% Coloured.	93% speak an African language – Isizulu 26%, Isixhosa 17%, Sepedi 15%.	One-in-ten have not completed high school, 4 in 10 have some high school education, 29% completed matric.	High unemployment – about one-in-ten have fulltime employment.	Law Income - 45% (R0 – R39 504), 31% (R39 505 – R65 320), and 25% (R65 321 – R138 821).
		the:	Age: Gender:	Racer	Home Language:	Education:	Employment:	Annual household fncome: