



social development

Department:  
Social Development  
REPUBLIC OF SOUTH AFRICA

Private Bag X901, Pretoria, 0001

Enquiries: A. Mbodla, Tel No: (012) 312 7653, Email: [AndiswaM@dsd.gov.za](mailto:AndiswaM@dsd.gov.za)

Sir/Madam

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE NPO MENTORSHIP MODEL IN KWAZULU NATAL, EASTERN CAPE, WESTERN CAPE, MPUMALANGA AND NORTHWEST PROVINCES FOR A PERIOD OF TWO (2) YEARS.**

1. Tender No: **SD04/2025**
2. Closing Date: 29 January 2026 at 11:00
3. The following documents form part of this invitation for a proposal:
  - SBD1: Invitation to bid
  - Terms of reference
  - SBD3.3: Pricing Schedule
  - SBD4: Declaration of Interest
  - SBD6.1: Preference points Claim Form
  - General conditions of Contract
4. **All the documents accompanying this invitation must please be completed in detail where applicable and returned with your Bid.**
5. Please make sure that your bid reaches this office before the closing time and date
6. When submitting your bid, the following information must appear on the sealed envelope:
  - i. Name and address of the Bidder
  - ii. Bid number
  - iii. Closing Date
7. This envelope can be placed in the Bid box in the foyer at HSRC Building, 134 Pretorius Street, Pretoria

Kind regards

**DIRECTOR: SUPPLY CHAIN MANAGEMENT**

DATE: 05/12/2025

## PART A INVITATION TO BID

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

BID NUMBER:	SD04/2025	CLOSING DATE:	20 Jan 2026	CLOSING TIME:	11:00
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE NPO MENTORSHIP MODEL IN KWAZULU NATAL, EASTERN CAPE, WESTERN CAPE, MPUMALANGA AND NORTHWEST PROVINCES FOR A PERIOD OF TWO (2) YEARS**

DESCRIPTION

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION  
NUMBER

SUPPLIER  
COMPLIANCE STATUS

TAX  
COMPLIANCE  
SYSTEM PIN:

OR

CENTRAL  
SUPPLIER  
DATABASE  
No:

MAAA

B-BBEE STATUS  
LEVEL VERIFICATION  
CERTIFICATE

TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS LEVEL SWORN  
AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE  
ACCREDITED  
REPRESENTATIVE IN  
SOUTH AFRICA FOR  
THE GOODS  
/SERVICES /WORKS  
OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED  
SUPPLIER FOR THE GOODS  
/SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE  
QUESTIONNAIRE BELOW ]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



## social development

Department:  
Social Development  
REPUBLIC OF SOUTH AFRICA

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE NPO MENTORSHIP MODEL IN KWA-ZULU NATAL, EASTERN CAPE, WESTERN CAPE, MPUMALANGA AND NORTH-WEST PROVINCES FOR THE PERIOD OF TWO YEARS**

#### **1. PURPOSE**

The purpose of the terms of reference is to provide basis for the appointment of a competent service provider to manage the implementation of 250 Non-Profit Organizations (NPO) Mentorship Model in Kwa-Zulu Natal, Eastern Cape, Western Cape, Mpumalanga and North-West provinces for the period of 2 years.

#### **2. PROJECT NAME**

Project Management of the Implementation of the NPO Mentorship Model to NPOs in Kwa- Zulu Natal, Eastern Cape, Western Cape, Mpumalanga and North- West provinces.

#### **3. BACKGROUND**

- 3.1** Section 5 of the Non-Profit Organisation Act 71 of 1997 the NPO Act as amended in the General Laws Amendment Act, 2022, mandates the Department of Social Development (DSD) with the responsibility to determine and implement programs to support NPOs in their contribution towards meeting the diverse needs of the population. This mandate requires the Department to design and implement programmes that support NPOs to maintain adequate standards of governance, transparency, and accountability and to improve on those standards.
- 3.2** Towards fulfilling the directives of the NPO Act, over the past years the Department implemented a myriad of interventions aimed at enhancing the capacity of NPOs to manage their organisations in an effective and accountable manner. This included capacity building workshops, training, compliance drives, and information sharing sessions on various domains critical for effective running of NPOs. The anticipated ultimate outcomes of the intervention were enhanced





institutional capacity of NPOs, improved governance practice and increased compliance levels with the NPO Act.

**3.3** Whilst the support interventions for NPOs were implemented by the Department, the NPO Register continued to reflect a steady increase of non-compliance with perpetuating challenges of governance within the NPO Sector. This necessitated the Department to strengthen its capacity building approach to incorporate the element of mentoring which is viewed to be impactful in building institutional capacity of NPOs, especially the small grassroots organizations.

**3.4** Towards complementing and accelerating the current capacity building of NPOs, during 2021/22 financial year the Department developed the NPO Mentorship Model which was popularized to NPO stakeholders including officials from DSD for inputs and strengthening. Engagement with the NPO Sector further confirmed the need for mentoring of NPOs and the appetite for experienced NPOs to mentor the small emerging ones.

**3.5** The NPO Mentorship Model, just like mentoring is “a hand holding approach” which advocates for experiential learning in strengthening institutional capacity of emerging NPOs. Unlike other capacity building approaches that are generic, mentoring approach is results based and considers the capacity level of the organisation. The intended outcome of mentoring is to have empowered NPOs that can develop customized systems and procedures that change organisational behaviour for effective functioning, improved governance and compliance with NPO legislation.

**3.6** Towards the end of 23/24 financial year, Health and Welfare SETA approved funding for training of experienced NPOs and DSD officials from Kwa-Zulu Natal, North-West, Eastern Cape, Western Cape and Mpumalanga on the developed NPO Mentorship Model and mentoring of NPOs. The intention for the training was to build capacity for experienced NPOs with potential and capability to mentor small emerging NPOs that are struggling with effective running and management of their organisations. Similarly, to also ensure that DSD has adequate capacity to apply mentoring as an approach for capacity building of NPOs.

**3.7** Post the training of experienced NPOs and officials, the department plans to accelerate capacity building of NPOs through mentoring the experienced NPOs to

mentor the emerging NPOs.

**3.8** It is on this basis that the Department seeks to contract services of the Service Provider to undertake project management on implementation of the NPO Mentorship Model over two financial years.

**3.9** The Service Provider will be required to subcontract experienced NPOs to mentor 250 NPOs from targeted five provinces as stated above.

#### **4. PROBLEM STATEMENT**

**4.1** The Department is concerned that 60% of registered NPOs have failed to submit annual reports as provided in the NPO Act, thus making them to be non-compliant with the NPO Act. This is despite the implementation of various interventions geared towards empowering NPOs to understand their legislative obligation. The NPO Register as of end of August 2024 depicts a total number of 289 049 registered NPOs with 167 367 NPOs reflecting as non-compliant. The Voluntary Associations, commonly known as emerging NPOs, constitute the highest amount of non-compliance.

**4.2** Similarly, there have been persistent challenges experienced by NPOs resulting from poor governance and lack of transparency. This is confirmed by the increase in reports from communities and the sector itself that constantly report conflicts and misconducts from organizations whose root causes emanate from poor governance practices and financial mismanagement.

**4.3** A “one size fits all” in a form of training and workshops alone have not yielded the intended results particularly to emerging NPOs who require a hand holding approach, which is practical and embedded within the organisation's culture and practices. Observations and experience have shown that small emerging organisations are normally run by individuals who are driven by passion for implementing programmes but are unable to put administrative systems in place to run the organization in a more effective and accountable manner.

**4.4** The need to support small emerging organisations is also highlighted by numerous reports such as Typologies of Civil Society in South Africa by Kagiso Trust, Study on the NPO Act Impact Assessment (2005) and Summative Evaluation of the Management Capacity Building and Mentorship Programme for HCBC including



the NPO Summit of 2012 and 2020 reports. All the above studies and platforms cited mentoring as a more effective and relevant approach for strengthening institutional capacity of NPOs, particularly small emerging NPOs. These are the NPOs that are usually characterized by lack of adequate resources, poor governance practices and inability to comply with NPO related legislation due to lack of proper administrative systems within their organisations.

**4.5** Furthermore, government, including DSD and other donor agencies provides funding in support of NPOs to execute their respective mandates of delivering development programmes of addressing South African unfavorable living conditions. For example, DSD's expenditure alone on funding NPOs is estimated at R5 billion on an annual basis in support of NPOs delivering social development programmes. However, there is still a substantial number of NPOs, which are unable to comply with conditions such as reporting and this is mostly attributed to lack of administrative procedures and policies that promote accountability and good governance.

**4.6** Lastly, Financial Action Task Force (FATF) requires that the Department as the NPO Regulator supports NPOs in developing administrative policies and procedures for them to be able to run their affairs in a transparent and accountable manner. These systems and procedures assist in protecting NPOs from being abused for financial crimes such as fraud including money laundering and terrorism financing. Failure by the Department to provide support to NPOs will contravene FATF Recommendation 8 Requirements set for NPO Regulators.

**4.7** Therefore, the initiative to accelerate mentoring of small emerging NPOs by the experienced ones is an effort towards strengthening of institutional capacity of grassroots emerging NPOs who operate in vulnerable communities. The intension is to appoint a Service Provider to manage the roll out of mentoring programme using skilled and experienced NPOs in five provinces as they are already operating within the NPO space, with clear understanding of the environment, dynamics and available opportunities for growth of NPOs.

## **5. OBJECTIVES**

The objective of the project is to accelerate current support interventions by

implementing the NPO Mentorship Programme of NPOs and achieve the following objectives:

- 5.1** To implement the Mentorship Programme to 250 NPOs in five provinces for a period of two (2) years.
- 5.2** To conduct organizational capacity assessment and develop intervention plans for NPOs to track institutional growth levels during implementation of the Programme.
- 5.3** To develop proper systems and procedures that promote good governance and compliance with NPO related legislations for targeted NPOs.
- 5.4** To produce outcome reports documenting implementation lessons and recommend areas of improvement.

## **6. SCOPE OF WORK**

The preferred Service Provider is expected to provide project management on the implementation of the NPO Mentorship Model for 250 NPOs for the period of two (2) years in Mpumalanga, Eastern Cape, North-West, Kwa-Zulu Natal and Western Cape. To achieve the desired outcomes of the project, the Service Provider will have to execute the following which shall include, but not limited to:

- 6.1** Manage implementation of the programme of mentoring NPOs in five targeted provinces by appointing competent and experienced NPOs as mentors of NPOs from each province in line with NPO Mentorship Model, using mentoring tools provided for in the Model.
- 6.2** Facilitate mentoring for 250 NPOs through conducting NPO site visits to interact with key members of the NPOs that will be participating in the mentoring sessions. NPOs to be mentored will be identified by the Department of Social Development.
- 6.3** Mentoring sessions per NPO shall be provided through face-to-face interaction to address the full spectrum of the mentoring process which amongst other things include development of capacity assessment baseline data, development of intervention plans, mentorship contracts and intervention procedures and systems for effective operation of the NPOs.
- 6.4** Conduct workshop sessions that will address deficiencies identified from the baseline capacity assessment report as a way of complementing the mentoring



process. Depending on the focus area to be addressed, workshops may be conducted with individual NPO or may cluster different NPOs when addressing a common focus area.

**6.5** Document and generate reports on the project deliverables as per agreed time frames which include the following:

**6.5.1** Mentoring Process Reports for each NPO which include:

- Baseline Capacity Assessment Report
- NPO Mentoring Plan
- NPO Mentoring Contracts
- Outcome Monitoring Report
- Overall Mentoring Report which includes summary of achievements

**6.5.2** Project related reports.

- Development and submission of inception report reflecting creativity on how the task will be undertaken.
- Submission of progress report for mentoring of NPOs in five provinces highlighting trends of NPOs capacity in specific provinces with specific recommendations.
- Close Out comprehensive national report with lessons learnt comparative analysis of mentoring NPOs across different provinces and recommendations for DSD future considerations.

**6.6** Work closely with DSD to impart skills to 15 DSD officials at Provincial and District level to ensure sustained capacity within the Department for future implementation of the Programme.

**6.7** The spread of NPOs to be mentored is illustrated on the table below:

PROVINCE	DISTRICTS	No of NPOs
<b>Mpumalanga</b>	Nkangala	15
	Ehlanzeni	15
<b>North-West</b>	Bojanala	15
	Dr Kenneth Kaunda	15

PROVINCE	DISTRICTS	No of NPOs
<b>Western Cape</b>	Eden-Karoo	20
	Westcoast	20
	Cape Winelands - Overberg	20
<b>Eastern Cape</b>	OR Tambo	20
	Amathole	20
	Chris Hani	20
<b>Kwa Zulu-Natal</b>	Ethekwini	20
	Ugu	15
	King Cetshwayo	15
	Majuba	20
	<b>TOTAL</b>	<b>250</b>

## 7. DELIVERABLES AND OUTPUTS

The successful Service Provider will be expected to deliver the following outputs as illustrated in the table below:

Deliverables	Output	Estimated Time Frame
<b>7.1</b> Submit an inception report detailing the methodology and approach, activities, project phases, timeframes, outputs and budget.	Inception report and Project	1 month after signing the contract
<b>7.2</b> Appointment of Mentors per province by the Service Provider	Contracts of NPO Mentors	2 months
<b>7.3</b> Assess development needs of NPOs to be mentored in five provinces	Progress Report on Baseline Capacity Assessment of all NPOs to be mentored	6 months
<b>7.4</b> Planning and designing mentoring of NPOs	Progress Report on the Mentoring Plans for the NPOs	3 months
<b>7.5</b> Implementation of support Interventions	Progress Report on interventions	8 months
<b>7.6</b> Monitoring and support		



<b>Deliverables</b>	<b>Output</b>	<b>Estimated Time Frame</b>
to mentors		
<b>7.7</b> Compile and submit provincial report	5 Provincial Reports	3 months
<b>7.8</b> Compile and submit a Close Out comprehensive national report	Close Out comprehensive national report	1 month

## **8. DURATION**

The duration of the project is expected not to exceed 24 months from the appointment of the service provider and signing of the contract.

## **9. SKILLS AND KNOWLEDGE REQUIRED**

The successful service provider will have to conform to the following minimum specifications:

- 9.1** Demonstrate previous experience in executing similar project/s i.e. Mentoring of NPOs, conducting OCAT and training of NPOs.
- 9.2** Report writing skills.
- 9.3** Demonstrable capacity to achieve the desired outputs.
- 9.4** An understanding of the civil society/NPO sector in South Africa.
- 9.5** Project management skills.
- 9.6** Legal and administrative skills.
- 9.7** Fundraising and resource mobilization skills.

## **10. PROJECT MANAGEMENT**

An appointed Project Manager bears the responsibility and accountability of coordinating implementation of the programme. The project implementation will be monitored and evaluated through the regular submission of management information reports and be shared with DSD or presented in meetings when requested. The appointed Project Manager will be expected to provide project implementation plan, monitoring and evaluation support through the submission of detailed project management report and attend meetings with DSD.

## **11. BID PROPOSAL**

The comprehensive proposal should include:

- 11.1** A detailed project plan how the project will be implemented and monitored. Progress will be monitored monthly based on the work plan and time frames provided by the service provider approved by the DSD. The proposal should exclude the expected cost for the development of all the expected outputs.
- 11.2** Profile of company including a description of similar work undertaken. This includes work done in mentoring and conducting and implementing organisational capacity assessment tool (OCAT) for NPOs.
- 11.3** Number, names and resumes (abbreviated CVs) of the person assigned to the project. A summary of the roles, responsibilities and time spent by each person. The service provider to have at least one person with financial management skills in their team.
- 11.4** The service provider is expected to enter a contract with the DSD based on the proposal.

## **12. PROPRIETARY RIGHT**

- 12.1** The DSD shall become the owner of all information, documents, advice, and reports collected and compiled by the service provider to be appointed.
- 12.2** The copyrights of all documents and reports compiled by the service provider will vest in the DSD and may not be reproduced, distributed, or made available without the written consent and approval of the DSD.
- 12.3** All information, documents and reports must be regarded as confidential until made public by the DSD.

## **13. SPECIAL CONDITIONS**

A Service Level Agreement will be concluded based on these Terms of Reference and an acceptable proposal from the preferred service provider.

- a. The Service Provider will commence with the project after the Service Level Agreement has been signed and a letter of appointment issued.
- b. The Department reserves the right to cancel the contract and seek remedies should the service provider not conform or adhere to contractual responsibilities as specified in these terms and conditions and the subsequent Service Level Agreement.



- c. The Department reserves the copyrights of all documents produced for the project and all reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of DSD.
- d. The DSD will become the owner of all information, documents, advice, and reports collected and compiled by the service provider in the execution of this project.
- e. All documentation compiled by the service provider shall be subjected to quality control by the Department prior to it being accepted by the Department. Unsatisfactory work will be referred to the service provider for ratification before payment is effect.
- f. It is the responsibility of the service provider to secure documentation and prevent probable loss or damage.
- g. The Department reserves the right not to appoint a service provider should it deem fit to do so.
- h. The Department reserves the right to contact any service provider to seek clarity on any matter included in the proposal and other required documents.
- i. The Department reserves the right to cancel the contract and seek remedies, should the service provider not conform or adhere to contractual responsibilities as specified in a bid.

#### **14. GENERAL CONDITIONS**

The general conditions of the contract as prescribed by National Treasury will be applicable in all instances.

#### **15. EVALUATION CRITERIA**

The evaluation of the bids will be conducted in two stages:

**15.1** Firstly, the proposals will be evaluated on functionality. An evaluation panel will allocate points (scale 0-5) in respect of functionality according to the criteria set-up in paragraph 15.6 proposals scoring less than 60% in respect of functionality will be disqualified and not be evaluated further.

**15.2** Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points system as contemplated in the Preference Procurement Regulations 2022 issued in terms of Preferential Procurement Policy Framework

ACT (Act 5 of 2002)

- 15.3** The 80 points will be used to calculate price only and the 20 points will be used to calculate the BBBEE status level of contribution (SBD 6.1). Prospective service providers are required to complete SBD 6.1.
- 15.4** The The National Department of Social Development will allocate the following specific goals for this bid: Organisations which are at least 51% owned black people who are women = 10 points, Organisations which are at least 51% owned black people which are youth= 5 points, Entities Owned by People with disabilities= 5 points.
- 15.5** PLEASE NOTE: SBD 6.1 attached for claiming above-mentioned points, if not completed the bidder will automatically score 0 points.
- 15.6** Technical proposals will be evaluated on a scale of 0-5 in accordance with the criteria below.
- 15.7** The rating will be as follows:
- 0: No submission
  - 1: Very Poor
  - 2: Average
  - 3: Good
  - 4: Very Good
  - 5: Excellent



ELEMENTS	Rating						WEIGHTING
	0	1	2	3	4	5	
<b>Demonstrates relevant extensive knowledge and experience in the field of mentoring of NPOs. Bidders to submit references of previous work done.</b> 0= No evidence that bidder has undertaken similar projects. 1= Bidder has undertaken 1 similar project. 2= Bidder has successfully undertaken 2 similar projects. 3= Bidder has successfully undertaken 3 similar projects. 4= Bidder has successfully undertaken 4 projects. 5= Bidder has successfully undertaken 5 or more similar projects.							20
<b>Bidder's profile reflects an in-depth understanding, knowledge, and experience in implementing organizational capacity assessment tool (OCAT) for NPOs at a national scale.</b> 0= No evidence that bidder possess understanding and experience in implementing OCAT for NPOs. 1= Profile demonstrates 1 year's experience in implementing OCAT for NPOs. 2= Profile demonstrates 2 years of experience in implementing OCAT for NPOs. 3= Profile demonstrates 3 years of experience in implementing OCAT for NPOs. 4= Profile demonstrates 4 years of experience in implementing OCAT for NPOs. 5= Profile demonstrates 5 years or more experience in implementing OCAT for NPOs.							30
<b>Skills, knowledge, and experience required for this Project (as specified in Section 9 of TORs) of team members.</b> 0= No evidence that the Team possesses required experience, skills, and knowledge. 1= Team possesses 1 year experience and limited skills and knowledge required by the project. 2= Team possesses 2 years of experience and some skills required by the project. 3= Team possesses 3 years of experience and adequate skills as required by the project. 4= Team possesses 4 years of experience and all skills required							20

by the project. 5= Team possesses 5 years or more years of experience and more additional skills required by the project.							
<b>A skills transfer plan for the relevant DSD provincial and district offices.</b>  0= No skills transfer plan for officials of DSD in the proposal. 1= Poor demonstration of how DSD officials will be empowered in the proposed skills transfer plan. 2= Fair demonstration of how DSD officials will be empowered in the proposed skills transfer plan. 3= Good demonstration of how DSD officials will be empowered in the proposed skills transfer plan. 4= Very good demonstration of how DSD officials will be empowered in the proposed skills transfer plan. 5= Excellent demonstration of how DSD officials will be empowered in the proposed skills transfer plan.							15
<b>Proposed methodology and approach</b>  0= Proposal did not meet methodology requirements set out in the TOR. 1= Proposal partially addresses methodology requirements set out in the TOR. 2= Proposal meets minimum methodology requirements set out in the TOR. 3= Proposal exceeds the minimum methodology requirements set out in the TOR. 4= Proposal meets all methodology requirements set out in the TOR. 5= Proposal exceeds all methodology requirements set out in the TOR and proposed value-add items such as interesting approach for undertaking the project.							15
<b>Functionality</b>							100



## **16. TARRIFS AND PAYMENT**

- 16.1** Payment will be effected within 30 days after receipt of a satisfactory detailed invoice from the successful service provider.
- 16.2** Payment will be made in accordance with the completion of work to the satisfaction of the DSD based on the milestone for the project agreed to and signed off as part of the implementation plan.

## **17. SUBMISSIONS**

Prospective bidders must submit their bids proposals in **two envelopes**:

- 17.1 One envelope** with the **technical proposal** outlining in detail a realistic work-break schedule indicating different milestones to be achieved, and response to the terms of reference and evaluation criteria including other supportive documents, completed standard bid documents, tax pin issued by SARS and legal entity registration certificate.
- 17.2 One other envelope** with the **financial proposal** (pricing schedule (SBD 3.3) with all cost related items, cost breakdown).
- 17.3** The entire proposal should be placed on disc in a PDF format.
- 17.4** following information must be endorsed on each envelope:
- **Bid number:**
  - **Closing date:**
  - **Name of the Bidder:**
  - **Technical Proposal or Financial Proposal**
- 17.5** The closing date for the submission of bid is .....
- 17.6** Failure to comply with these conditions will result in a bid being disqualified.
- 17.7 The Bids should be:**

Deposited in the Tender Box,  
Foyer of the HSRC Building  
134 Pretorius Street  
Pretoria

Bids received after the closing date and time will be regarded as late and will not be evaluated.

#### **18. CONTACT PERSONS**

SC related enquiries may be directed to:

Mr. Z Mantantana

Tel No: (012) 312 7463

Email: [ZolisaM@dsd.gov.za](mailto:ZolisaM@dsd.gov.za)

Technical enquiries may be directed to:

Ms. L Mkwanazi

Tel No: (012) 312 7333

Email: [Lindimk@dsd.gov.za](mailto:Lindimk@dsd.gov.za)



**PRICING SCHEDULE**  
(Professional Services)

BID NO: SD04/2025

CLOSING TIME 11:00 ON 29 January 2026

NAME OF SERVICE PROVIDER:

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VAVULE ADDED TAX
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE NPO MENTORSHIP MODEL IN KWAZULU NATAL, EASTERN CAPE, WESTERN CAPE, MPUMALANGA AND NORTHWEST PROVINCES FOR A PERIOD OF TWO (2) YEARS**

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

Name of Bidder: .....

TOTAL: R.....

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

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

TOTAL: R.....

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

Any enquiries regarding bidding procedures may be directed to the –

Mr. Zolisa Mantantana  
 Email: [ZolisaM@dsd.gov.za](mailto:ZolisaM@dsd.gov.za)



## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attach 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

2.9.1 If 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 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

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



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20                      or                      90/10

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender





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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Organisations which are 51% owned black people who are women	10	
Organisations which are 51% owned black people which are youth	5	
Entities Owned by People with disabilities	5	

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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.



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

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

- |  |  |
|--|--|
| <b>2. Application</b>  | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |
| <b>7. Performance security</b>                                   | <p>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.</p>   |



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

**8. Inspections,  
tests and  
analyses**

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



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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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



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



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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **25. Force Majeure**

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



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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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



- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.