



National Student Financial Aid Scheme

# Request for Proposal

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION AND IMPLEMENTATION OF A CLOUD-BASED CONTACT CENTRE SOLUTION FOR A PERIOD THREE (3) YEARS.

Date issued	04 March 2026	RFP number:	SCMN002/2025/26
Closing Date:	27 March 2026	Closing Time:	11H00

## Virtual Compulsory Briefing Session

**17 March 2026 at 10h00 – 12h00**

See below is the link to access the briefing session:

<https://teams.microsoft.com/meet/38112309156528?p=1bUPDCH2bo2ARGacND>

Meeting ID: 381 123 091 565 28

Passcode: ss6tA9QM

### INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)					
BID NUMBER:	SCMN002/2025/26	CLOSING DATE:	27 March 2026	CLOSING TIME:	11:00AM
DESCRIPTION	Appointment of Service Provider for the provision and implementation of a cloud-based Contact Centre solution for a period three (3) years.				
<b>BID RESPONSE DOCUMENTS MUST BE <span style="color: red;">PHYSICALLY DEPOSITED</span> IN THE TENDER BOX SITUATED AT THE ADDRESS BELOW:</b>					
The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Zuki Tetswa		CONTACT PERSON	Zuki Tetswa	
TELEPHONE NUMBER	087 5009 380		TELEPHONE NUMBER	087 5009 380	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA		E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	



National Student Financial Aid Scheme

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.**

## TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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:

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## 1. Purpose

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The NSFAS Contact Center is seeking to procure a cloud-based Contact Center solution—an internet-hosted platform that centralizes and manages all customer interactions, including voice, email, instant messaging, chat, social media, and Digital Messaging and Instant Communication (SMS).

This solution will eliminate the need for on-premises hardware and infrastructure, providing greater flexibility, scalability, and remote accessibility. It must offer key features such as automatic call distribution (ACD), interactive voice response (IVR), real-time analytics, and seamless integration with customer relationship management (CRM) systems.

In addition to servicing current students, the solution must support large-scale debtor communication and loan servicing activities across the full post-study lifecycle, including income-contingent repayment notifications, arrears management, enforcement notices, credit bureau notifications, and mass outbound communication campaigns to approximately 1 million loan debtors.

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## 2. Background

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The National Student Financial Aid Scheme (NSFAS) is a schedule 3A public entity as defined in the Public Finance Management Act (PFMA) (Act number 1 of 1999). NSFAS provides financial assistance to eligible students at public universities and at Technical Vocational Education and Training (TVET) colleges throughout South Africa. NSFAS is located at 4 Christiaan Barnard Street, City Centre, Cape Town.

The Contact Centre is a vital component of the National Student Financial Aid Scheme's (NSFAS) student-centric operating model and serves as the primary point of contact for students. In this model, the student is placed at the core of all operations, with the objective of delivering an exceptional experience across every touchpoint. The Contact Centre is positioned not only to enhance student engagement but also to provide strategic value to the broader organization by equipping agents with the right skills and leveraging advanced technologies, such as a cloud-based solutions, to ensure consistent and high-quality service delivery. As the industry evolves, new technologies are enabling improvements in call routing, agent productivity, multi-channel engagement, and operational efficiency—including reduced wait times and enhanced forecasting and scheduling. NSFAS aims to harness these innovations to create a more agile environment, with the ability to rapidly scale contact centre capacity and services in line with demand.

NSFAS is currently using a multi-channel cloud based solution. However, the current solution has limitations that we would like to be addressed by the cloud-solution we are procuring under this RFP. NSFAS may require the service provider to perform data migration services from the current solution to the solution.

### 3. Scope of work

*The bidder will be required to provide the following services to NSFAS: **The bidder must substantiate in their proposal on how they will achieve these services.***

#### Inbound Call Management

3.1	Create, edit, or delete user and group accounts, with defined management controls and restrictions
3.2	The system must have the capability to route calls to the most appropriately skilled agents and support multiple queues with configurable queue prioritization.

#### Live call monitoring and control - Supervisor functions required.

3.3	<b>Supervisor and QA to be able to do an online evaluation or assessment while listening to the live call:</b> <b>Barge-in:</b> Supervisor can join the live call and speak to the customer and agent. All three parties can listen and speak to each other.
3.4	Monitor: Supervisors can silently listen to live calls without notifying the agent or the customer.
3.5	Whisper/ Coaching: Supervisor can listen to both parties, and can speak to the agent for help
3.6	Hang-up: Supervisor has the capability to hang-up the call from his/her panel.
3.7	Screen capture: QA or TL wants to view the agents screen while listening to a live and/or remote call.
3.8	Call Transfer to: Agent; Queue; Supervisor

#### Interactive Voice Response (IVR)

3.9	Integrate and provide quick access to information like account status, bill payments and other common requests for effortless self-service.
3.10	IVR: Interactive Voice Response –Must have the ability to create call flow processes internally.
3.11	<b>Callback Feature</b> – When this option is selected, the caller can hang up and receive a callback. The system keeps the caller's place in the queue virtually and contacts them once they reach the front of the line. This ensures the caller does not lose their position in the queue.

<b>Callback Management</b>	
3.12	Automatic callback distributor – used to manage the flow of callback requests and route them to the applicable skilled consultant.
3.13	Advanced dialer, to include (Auto Dialer, Predictive Dialer and Progressive Dialer).
3.14	CSV Upload / MS Excel easily upload lists in CSV format for maximum flexibility.
3.15	Conduct campaigns using a campaign management system (CMS) to let the dialer know whom to contact, load scripts and record how each customer has responded to a given campaign.
3.16	System must support blended functionality – Ability for consultant to receive calls and make outbound calls seamlessly.
3.17	Voicemail Drop – Automatically delivers a personalized pre-recorded voicemail message.
3.18	Users should be able to select a timeslot based on defined business rules, and customers must receive calls within that timeframe. If there is no answer, the call should not be routed to an agent. Instead, the system must retry at 15-minute intervals, up to three (3) attempts, before closing the callback request in the CRM with an “unreachable” disposition
3.19	Consultant should be able to schedule call back for customer and follow the above mentioned.
<b>Recording and quality assurance (QA)</b>	
3.20	All recorded calls and channel interactions must be stored in a centralized location, each tagged with a unique identifier (e.g., phone number combined with date and time).
3.21	Record all incoming and outbound interactions with unlimited access
3.22	The ability to download and share recordings for review and hold the audit trail when doing so.
3.23	The ability to retrieve calls or emails using various search criteria (for example, Consultant profile, student name and surname; student ID, time and date of interaction and channel, cellphone number and email address as well as X-handle (Twitter).
3.24	Link the interactions to customer profile, based on the cell phone number they called from.
3.25	The system must support post-call surveys across all channels. Upon completion of the survey, the call should be terminated automatically, with the survey responses securely stored alongside the corresponding voice recording.
3.26	Customizable quality evaluation scorecards. Ability to leave detailed notes or feedback on specific call sections.
3.27	Real-time monitoring (live call listening); silent monitoring, whisper coaching, and barge-in capability; screen recording.
<b>E-mail</b>	

3.28	Each customer must receive an automated e-mail with a unique reference number.
3.29	Email should automatically link to student profile, provided it originated from the email address we have on record
3.30	The survey engine must automatically send post-interaction email surveys to a randomized sample of customers who were engaged via email.
3.31	<p>Emails should be displayed to staff in chronological order (oldest to newest), with functionality to:</p> <ul style="list-style-type: none"> <li>• Filter emails from the same sender</li> <li>• Perform bulk wrap-up actions.</li> <li>• Search emails by email address, date and time, and subject line.</li> </ul>
<b>Social media (Facebook, Twitter, Tik-Tok, Instagram and any other medias) Integration</b>	
3.32	Capability to integrate with NSFAS social media platforms and respond to each interaction promptly
3.33	Automated messages to deliver 24/7 support and improve customer experience.
3.34	Ability to use message templates and quick replies to save time.
3.35	<p>Social media interactions should be displayed to staff in chronological order (oldest to newest), with the ability to:</p> <ul style="list-style-type: none"> <li>• Filter interactions from the same user</li> <li>• Perform bulk wrap-up actions.</li> <li>• Search interactions by email address, date and time, and subject line.</li> </ul>
<b>Instant Messaging</b>	
Application to Post Application Stage	
3.36	Ability to integrate with the NSFAS WhatsApp number and the Student Portal (Orion System) to allow the students to track their application and appeal status and withdraw and view their applications.
3.37	Automated messages to deliver 24/7 support and improve customer experience.
3.38	Ability to use message templates and quick replies to save time.
3.39	Ability to design automated messages and functions for the automated agent function.
3.40	Ability to redirect messaging from the automated agent to the contact officials by providing contact details (email and phone numbers of different units to be called)
Post Student Stage	

3.41	<p>Ability to integrate with the NSFAS WhatsApp Business API (or equivalent enterprise messaging platform) and loan management system/debt management solution to support:</p> <ul style="list-style-type: none"> <li>• High-volume outbound debtor communication campaigns</li> <li>• Secure two-way debtor servicing</li> <li>• Structured self-service loan account enquiries</li> <li>• Automated compliance notices and enforcement notifications</li> </ul>
3.42	<p>The function must support the following loan-specific communication use cases:</p> <ul style="list-style-type: none"> <li>• Annual interest rate change notifications (Once a year to <math>\pm 1</math> million recipients)</li> <li>• Monthly loan statement distribution (Once a month to <math>\pm 1</math> million recipients)</li> <li>• Arrears and default notifications (ad-hoc)</li> <li>• External Debt Collector handover notifications (ad-hoc)</li> <li>• Credit Bureau trace and listing notifications (ad-hoc)</li> <li>• Letter of demand notifications (ad-hoc)</li> <li>• Refund notifications (ad-hoc)</li> <li>• Settlement confirmations (ad-hoc)</li> <li>• Income threshold update notices linked to SARS taxable thresholds (Once a year to <math>\pm 1</math> million recipients)</li> <li>• Payment reminder campaigns (ad-hoc)</li> <li>• Structured debt restructuring offers (ad-hoc)</li> <li>• Employment and Income Declaration Campaigns: <ul style="list-style-type: none"> <li>○ <i>Prompting debtors to declare employment and income level (Once a year to <math>\pm 1</math> million recipients)</i></li> <li>○ <i>Debtor can respond in the WhatsApp menu flow via a pre-defined list</i></li> </ul> </li> <li>• Annual “confirm your contact details” drive (Once a year to <math>\pm 1</math> million recipients)</li> <li>• Self-Service Debtor Engagement via WhatsApp structured menu: <ul style="list-style-type: none"> <li>○ Balance enquiry</li> <li>○ Interest rate enquiry</li> <li>○ Required monthly repayment</li> <li>○ Statement download (1m / 3m / 6m / 12m / full history)</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Request settlement quote</li> <li>○ Update contact details</li> <li>○ Update employment status</li> <li>○ Upload annual income level</li> </ul>
3.43	The campaign management system must support bulk outbound WhatsApp messaging campaigns with delivery tracking, read confirmations, failure reporting, and automated retry logic.
3.44	<p>The solution must provide campaign-level and cohort-level reporting, including:</p> <ul style="list-style-type: none"> <li>• Delivery rate</li> <li>• Read rate</li> <li>• Bounce / invalid number tracking</li> </ul>
<b>Chat</b>	
3.45	Capability to use Web Chat, In-App Chat and Chat Messenger to initiate and receive interactions from customers.
3.46	Automated messages to deliver 24/7 support and improve customer experience.
3.47	Ability to use message templates and quick replies to save time.
<b>Chatbot</b>	
3.48	The solution must include a chatbot (virtual agent) capable of responding to frequently asked questions.
3.49	The chatbot must support seamless escalation and transfer of interactions to live agents when required.
3.50	Chatbot with Omnichannel Messaging – Supports integration with platforms such as WhatsApp, Twitter, Facebook, and other communication platforms for seamless, cross-channel communication.
<b>Reporting and Management Requirements</b>	
3.51	The solution must include built-in dashboard tools that provide real-time analytics and reporting capabilities for monitoring operational performance. It must also maintain comprehensive audit logs to track user activity and system changes, ensuring transparency and accountability.

	<ul style="list-style-type: none"> <li>- Product Overview: Vendor-signed datasheet or brochure detailing dashboard tools, supported analytics (e.g., usage, performance, system health), and audit logging (event types, retention, export).</li> </ul> <p>Dashboards &amp; Reports: Annotated screenshots or demo access showing real-time dashboards, sample reports, export options, and refresh capabilities.</p>
3.52	Historical reporting, ability to archive previous years for a 7-year period.
3.53	Customizable, single, unified, user-friendly dashboard showing real-time statistics (stats) as part of on-site support.
3.54	Reports must display single view consultant performance as well as team and premise-based stats.
3.55	Must be able to produce interval-based reporting reflecting relevant stats such as service levels, volume of calls/e-mails/ social media/ WhatsApp dropped calls, number of agents.
3.56	Ability for NSFAS to create custom reports and Student behavior from all channels.
3.57	Web-Based Reports Interface – Accessible from anywhere through an internet connection
3.58	Secured with username and password with the ability to change the password should one require.
<b>Digital Messaging and Instant Communication (SMS)</b>	
3.59	The solution must support cloud-based instant messaging channels, including SMS, webchat, and social messaging integrations.
3.60	Ability to send and receive bulk and transactional SMS notifications.
3.61	Two-way conversational messaging linked to the Student Portal (Orion).
3.62	Queue management and routing of SMS interactions.
3.63	Template-based outbound messaging and automation triggers.
3.64	Integration with APIs for system-generated alerts.
<b>Data Migration</b>	
3.65	The solution must support data migration services from the current solution to the solution

## 4. Functional specification

The bidder must provide a solution that guarantees, at a minimum, 99.9% uptime and must include:

1. Description of the Backup power to be used on-site to ensure business continuity during power outages
2. Details of the disaster recovery site
3. Service Level Agreement (SLA) with measurable uptime, support, and response times

The bidder must provide NSFAS staff with local administrative access to the solution, along with comprehensive training to enable effective system management. All associated training costs must be clearly itemized and included in the overall pricing schedule.

1. Access & Roles: Document detailing admin roles, access levels for NSFAS staff, local admin capabilities (user management, config, reporting), any restrictions, and number of supported admin users.
2. Training Plan: Outline of training modules (e.g., admin, troubleshooting), delivery format (in-person, virtual, self-paced), duration/schedule, and target audience (technical/operational staff).

The solution must support integration with existing NSFAS systems and applications—such as CRM, ERP, identity management platforms, NSFAS Enquiry system, Case management, Finance systems, Communication systems and the NSFAS App—through standard APIs or connectors. The bidder must clearly document these integration capabilities and approaches in their proposal to ensure seamless interoperability.

NSFAS will provide internet access for all staff accessing the system. Providers must specify the required Internet bandwidth per user and for any system management traffic.

Providers must specify the required Internet Protocol (IP) addresses and protocols for all system integrations through NSFAS security devices such as firewalls and web proxies.

All system traffic and data exchanged between NSFAS and the provider must be securely transmitted and encrypted to ensure data confidentiality and integrity.

Web Agent is compatible with Windows 10 or Higher.

The system must be compatible with Exchange 2010 or higher.

## 5. Evaluation Method

5.1. The table below summarizes the steps that NSFAS will follow to evaluate bidders' proposals.

Phase	Description
<b>Phase 1: Administrative Screening</b>	The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents
<b>Phase 2: Mandatory requirements evaluation</b>	All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid. Bidders who pass the mandatory requirements evaluation will proceed to be evaluated further.
<b>Phase 3: Presentation of the solution (Demo)</b>	Bidders are required to achieve a combined minimum score of 80% out of 100 for the presentation of the solution, to be evaluated for Phase 4: Price and Specific Goals.
<b>Phase 4: Price and Specific Goals</b>	The 80/20 or the 90/10 preference point system will be used to determine the recommendation for the award.
<b>Phase 5: Objective Criteria</b>	Preferential procurement policy framework act, 2000 award of contracts to tenderers not scoring highest points.

## 5.2. Phase 1: Administrative Screening

5.2.1. The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents.

Item No.	Administrative Requirements	Check/Compliance
1	SCM - SBD 1 - Invitation to Bid	Completed and signed
2	SCM - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report
3	SCM - Pricing Schedule	Completed and signed
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed
5	SCM - NEW SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.
6	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)	Letter from the bank submitted

## 5.3. Phase 2: Mandatory requirements evaluation

5.3.1. It is recommended that the following table must be completed by the bidder for each survey by answering YES OR NO and attach proof.

5.3.2. Only bidders who achieve a “Yes” for all mandatory requirements will proceed for evaluation on Phase 3: Technical - Functional evaluation criteria.

REQUIREMENT	REQUIRED PROOF TO BE SUBMITTED WITH BID	COMPLY: YES OR NO
Cloud-Based Solution	<ol style="list-style-type: none"> <li>1. <b>Service Provider Statement:</b> Signed document or architecture overview identifying the public cloud provider (e.g., AWS, Azure, GCP), including deployed region(s).</li> <li>2. <b>Cloud Architecture:</b> Diagram detailing cloud deployment (compute, storage, networking), showing scalability, multi-tenancy, and elasticity.</li> </ol>	
Certifications	<p>A valid copy of each of the following:</p> <ol style="list-style-type: none"> <li>1. ISO/IEC 27017 (Cloud Security) <b>OR</b> ISO/IEC 27018 (Cloud Privacy)</li> <li>2. SOC 2 Type II (cloud-specific controls)</li> <li>3. CSA STAR Certification</li> <li>4. FedRAMP Authorization</li> </ol>	
Data Centre	<p>A valid copy of each of the items in <b><i>italics</i></b>:</p> <ol style="list-style-type: none"> <li>1. Local data centre presence in South Africa or a certified region if required. – <b><i>a copy of proof of address of the data center</i></b></li> </ol>	

	<p>2. Vendor Letter: <b>Signed statement confirming physical location(s) of data centres hosting the solution and data.</b></p> <p>3. Compliance Confirmation: Must confirm primary or failover hosting is in South Africa or a POPIA-compliant region. <b>A compliance confirmation to POPIA</b></p> <p>4. Cloud Provider Evidence: Documentation from CSP (e.g., AWS, Azure, GCP) verifying hosting within a South Africa-based data centre. <b>Declaration letter from CSP.</b></p>	
<p>The Project Manager must have a minimum National Diploma/Diploma or NQF level 6 in IT-related qualifications <b>and</b></p> <p>1. Project Management Body of Knowledge (PMBOK) <b>OR</b></p> <p>2. Prince 2 certification in project management for the project manager.</p>	<p>Valid and certified copy of the qualification/s and the certificates.</p>	
<p>Capability/ expertise and experience of the Project Manager to be assigned to the project in call centre services within South Africa. The CV must indicate at least 5 years of relevant experience.</p> <p>Curriculum vitae are to include specific details of the proposed project manager, including, inter alia, relevant experience, and to include contactable references for all</p>	<p>A detailed CV of the Project Manager</p>	

<p>previous job experience.</p> <p><b><i>This is must be the same person as requested in the above requirement.</i></b></p> <p>For shortlisted bidders, NSFAS will conduct a due-diligence of confirming the reference with the client.</p>		
<p>Certification of the AGILE methodology by the Project Manager</p> <p><b><i>This is must be the same person as requested in the above requirement.</i></b></p>	<p>Valid and certified copy of the certificate.</p>	
<p>Bidder to attach Completion Certificate/s/Reference Letter/s demonstrating at least three (3) similar Projects completed. The Completion Certificate/s/Reference Letter/s must meet all the following requirements:</p> <ol style="list-style-type: none"> <li>1. Bidder's similar experience with evidence of successful completion of implementation of call centre solution.</li> <li>2. The letters must be on the client's letterhead, indicating the type of project and the role of the bidder in that project.</li> <li>3. The letter must be signed by the client and have the details of the contact person.</li> </ol> <p>*Purchase orders/appointment letters/contracts will not be accepted.</p> <p>For shortlisted bidders, NSFAS will conduct a due-diligence of confirming the reference with the client.</p>	<p>Valid Completion Certificate/s/References Letter/s</p>	
<p>A methodology must demonstrate how the service provider conducts the services.</p>	<p>A detailed methodology.</p>	

<p>A comprehensive and detailed methodology with the following components:</p> <ol style="list-style-type: none"> <li>1. Identification of deliverables,</li> <li>2. timeframes/ milestones,</li> <li>3. Costing of projects</li> <li>4. A table with team Composition (Role, experience and years of experience)</li> <li>5. Scope of work is in section 3</li> <li>6. System function with linking to section 4</li> <li>7. Methodology that have timeframes and realistic milestones, and addresses ALL the scope activities in section 3 of this document and System function with linking to section 4</li> </ol>		
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**5.4. Phase 3: Presentation of the solution (Demo)**

5.4.1. Only bid proposals that meets phase one (1) and phase two (2) will be evaluated on technical-functional evaluation criteria

5.4.2. The bidder must score a minimum average of 80% during Phase 3 (technical-functional) of the evaluation to qualify for Phase 4 of the evaluation will be considered. Should a bidder score less than 80% on functionality criteria, the bidder will be disqualified.

5.4.3. The following values / indicators will be applicable when evaluating functionality:

Presentation by bidder	Points available	Bidder scoring	Points scored
<p><b>Quality Monitoring</b></p> <p>Evaluate the system's ability to support robust quality assurance processes:</p> <ul style="list-style-type: none"> <li>• Call recording playback and chat/email transcript review</li> <li>• Scorecards for QA evaluations</li> <li>• Real-time whisper/berge-in/coaching tools for voice channel</li> </ul>	<p>The presentation does not meet all the functional requirements= 0</p>		
	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 20 points.</p>		
<p><b>Metrics Tracking &amp; Reporting</b></p> <p>Assess the solution's ability to monitor and report on key KPIs:</p> <ul style="list-style-type: none"> <li>• Tracking of key metrics such as Average Handle Time (AHT), First Call Resolution (FCR), and Call Abandonment Rate</li> <li>• Access to detailed dashboards and trend analytics</li> <li>• Customizable reporting to support operational decision-making.</li> <li>• Statistical reporting principles in the call center.</li> </ul>	<p>The presentation does not meet all the functional requirements= 0</p>		
	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 20 points.</p>		
<p><b>Agent Performance Management</b></p>	<p>The presentation does not meet all the functional requirements= 0</p>		

<p>Determine how the system enhances agent productivity and development:</p> <ul style="list-style-type: none"> <li>• Demonstrate real-time agent dashboards: Show agent availability, workload, active interactions across channels (calls, emails, chats, social).</li> <li>• Supervisor console: Present how supervisors can monitor multiple agents, reassign tasks, and manage queues dynamically.</li> </ul>	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 15 points.</p>		
<p><b>Customer Experience Features</b></p> <p>The solution should demonstrate how it enhances the customer journey by offering:</p> <ul style="list-style-type: none"> <li>• IVR, self-service, and omnichannel capabilities to ensure seamless and accessible customer support</li> <li>• Customer feedback tools, such as surveys and sentiment analysis, to collect and analyze insights</li> <li>• <b>Advanced features</b> (e.g., data analytics, AI-driven routing) that improve response times, accessibility, and overall customer satisfaction</li> </ul>	<p>The presentation does not meet all the functional requirements= 0</p>		
	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 15 points</p>		
<p><b>Scalability &amp; System Integration</b></p>	<p>The presentation does not meet all the functional requirements= 0</p>		

<p>The solution should be flexible and future-ready, with:</p> <ul style="list-style-type: none"> <li>• The ability to <b>scale</b> in line with organizational growth</li> <li>• <b>Seamless integration</b> with existing platforms</li> <li>• <b>Flexible pricing models</b> and a <b>modular design</b> to accommodate evolving needs</li> <li>• The solution can integrate with different types of systems</li> <li>• The system can handle peak campaign bursts of 1 million+ outbound messages within 24–48 hours.</li> <li>• The ability to perform <b>data migration</b> services from the current solution to the solution</li> </ul>	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 10 points</p>		
<p><b>Security &amp; Compliance</b></p> <p>Ensure the system aligns with data protection and regulatory standards:</p> <ul style="list-style-type: none"> <li>• Demonstrate role-based permissions for agents, supervisors, and admins.</li> <li>• Show audit trails, data masking, and security settings for agent access.</li> </ul>	<p>The presentation does not meet all the functional requirements= 0</p>		
	<p>The presentation sufficiently meets all the functional requirements (and in the event where it does not meet a specific point, a reasonable and acceptable alternative by the bidder is clearly demonstrated) = 10 points</p>		

<ul style="list-style-type: none"> <li>Compliance with relevant frameworks (e.g., POPIA, GDPR, ISO)</li> </ul>			
<p><b>Instant Messaging</b></p> <p>Demonstration of how sections <b>3.36 to 3.44 of this document</b> will be achieved.</p> <p>The demonstration must include implementation of high-volume (&gt;500,000 recipients) instant messaging campaigns in a regulated financial or public-sector environment.</p>	<p>The presentation does not meet 70% of the section <b>3.36 to 3.44 of this document</b> functional requirements= 0</p>		
	<p>The presentation meets more than 70% of the section <b>3.36 to 3.44 of this document</b> functional requirements= 10</p>		

## 5.5. Phase 4: Price and Specific Goals

5.5.1. Only bid proposals that meet phase one (1), two (2), and three (3) will be evaluated for this phase of evaluation.

5.5.2. All RFP proposals received that achieves the RFP requirements will be evaluated further in terms of the 80/20 Price and Specific Goals. A maximum of 80 points will be allocated for Price, and a maximum of 20 points will be allocated for Specific Goals.

5.5.3. Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

5.5.4. **Calculation of points for price** - The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and specific goals preference points.

5.5.5. The following formula for Price and Specific Goals will apply in the evaluation process:

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

**Ps** = Points scored for comparative price of proposal under consideration

**Pt** = Comparative price of bid under consideration

**Pmin** = Comparative price of lowest acceptable proposal

### Calculating of points for Specific Goals.

5.5.6. Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference points claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in Specific Goals preference points being forfeited.

5.5.7. Points will be awarded to a supplier for specific goals in accordance with the table below

<b>A.</b>	<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>B.</b>	<b>Specific Goal</b>	<b>Number of points (20)</b>	<b>Number of points (10)</b>
	The entity must be 100% black owned	10	05
	The entity must be a minimum of 40% Black female owned	10	05

## 5.6. Phase 5- Objective Criteria

5.6.1. NSFAS reserves the right to apply the objective criteria

5.6.2. In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria and NSFAS will apply the criteria to avoid risk based on the following instances:

- 5.6.2.1. Bidder submitted abnormally low bid. This apply when the bidder submit significant low bid compare to the marketing offering obtained by NSFAS during market analysis;
- 5.6.2.2. The NSFAS have proof of bidder's poor project and contract management on previous or existing project(s) with NSFAS and other current and previous Client(s);
- 5.6.2.3. NSFAS become in the position of past and current fraudulent, criminal or any unethical act by the bidder during bidding process;
- 5.6.2.4. They is significant risk of fruitless and wasteful expenditure to NSFAS should bid awarded to the bidder;
- 5.6.2.5. They is significant risk of Irregular expenditure to NSFAS should bid awarded to the bidder;
- 5.6.2.6. NFSAS has identified risks of bidder's potential or existing company insolvency and potential existence challenges such as deregistration process with statutory and professional bodies as well as key health and safety compliance legislations.
- 5.6.2.7. Any other risks deemed legal and procedural justifiable that may expose NSFAS to any financial, legislative or operational risks.

## 6. Contract Period

The contract will be for three (3) years.

## 7. Pricing Schedule

The pricing must be inclusive of all costs including disbursements (travel, accommodation etc) where applicable. The bidder is encouraged to complete the pricing schedule and not attach a schedule in a format different to the one below.

No.	Quantity	Description	Total price (VAT included) over 1-year period
1.	Implementation – once off	This includes all design, implementation, integration, configuration, project management, technical, professional services, travel and associated on-	

No.	Quantity	Description	Total price (VAT included) over 1-year period
		boarding costs (including after-hours work)	
2.	Monthly cost for the solution	This cost must include the monthly cost to cover all mandatory and functional requirements as set out in the bid document.	
3.	<b>Unit</b> cost for outbound calls	This cost must include the unit cost for an outbound call (local and international calls).	
4.	<b>Unit</b> cost for automated email generation	This cost must include the unit cost for an automatic email generation as per functional specification point 5.28.	
5.	Social media (optional item) cost	This cost should cover all expenses related to social media integration. Please note that this is an optional service for NSFAS and will be communicated to the awarded bidder only if NSFAS decides to proceed with it.	
<b>Sub-total</b>			
<b>Disbursements (travel/accommodation) if applicable</b>			
<b>VAT @ 15%</b>			
<b>Total cost (VAT and disbursements included) for full contract period and full delivery of specifications</b>			

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## 8. Virtual Compulsory Briefing Session

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To ensure that service providers understand what is required from them with regards to this tender, bidders must attend a compulsory briefing session. The sessions will take place as follows:

**17 March 2026 at 10h00 – 12h00**

See below is the link to access the briefing session:

<https://teams.microsoft.com/meet/38112309156528?p=1bUPDCH2bo2ARGacND>

Meeting ID: 381 123 091 565 28

Passcode: ss6tA9QM

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## 9. Submission

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Bidders are required to submit their proposals together with documents required in section 3, 4 and 5 of this document and any other documents that may be needed to evaluate the proposals.

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## 8. Validity period

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Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. An RFP submitted shall further be deemed to remain valid after the expiry of the above-mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce. Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

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## 9. Clarification

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Any clarification required by a bidder regarding the meaning or interpretation of the Request for Proposal or any other aspect concerning the request for quotation, are to be requested in writing by email from [scm@nsfas.org.za](mailto:scm@nsfas.org.za). The request for proposal number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: [scm@nsfas.org.za](mailto:scm@nsfas.org.za).

Bidders are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS. Failure to comply, may lead to your bid being disregarded.

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## 10. Reason for Rejection

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NSFAS will reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of restricted suppliers or tender defaulters.
- Has committed proven fraud or any other improper conduct in relation to such system; or
- Has failed to perform on any previous contract and the proof exists.

Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid.

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## 11. Disclaimer

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NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

By providing a proposal to NSFAS, the service providers accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

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## 12. Fraud and corruption

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All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intend to identify any possible unlawful or unethical practices.

### **Reporting of any unlawful or unethical incidents to NSFAS**

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS.
- receive any contact or correspondence from anyone soliciting any bribe of any form.
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official.

You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: [forensics@nsfas.org.za](mailto:forensics@nsfas.org.za)

All SCM related queries and submissions of RFP proposals must be submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

NSFAS will not accept any RFP submission if not submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

### **Reporting of any unlawful or unethical incidents to the South African Police**

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

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## **13. NSFAS rights**

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The following rights are reserved:

- 1) NSFAS reserves the right to appoint more than one (1) service provider.
- 2) NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
- 3) NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
- 4) NSFAS reserves the right to not to award the bid if the bid price is not market-related.
- 5) NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.
- 6) NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.

- 7) NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:
  - 7.1) Timelines for delivery of the solution whereby the solution is required urgently.
  - 7.2) Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.
  - 7.3) Capacity and/or presence/reach considerations of the supplier.
- 8) NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder, and/or any risk arising from the completed standard bidding form number four (4).
- 9) NSFAS reserves the right to award the contract in whole or in part.
- 10) NSFAS reserves to cancel this RFP advertisement at any time during the advertisement period.
- 11) NSFAS reserves the right to procure similar services through other procurement means.

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#### **14. Closing date**

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The bid proposal must be submitted by no later than **27 March 2026 at 11h00** and must be physically deposited in the tender box situated at **The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001**. No emailed /faxed copies will be accepted. The proposals must not be submitted to any individual at NSFAS. If the RFP proposal is received after 11h00 on the closing date, it will not be accepted.

## SBD4- BIDDER’S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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


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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



National Student Financial Aid Scheme

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## SBD6- PREFERENCE POINTS CLAIM FORM

### 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

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

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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<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 regarding 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 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Evidence to be submitted by the tenderer in order to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 100% black owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	
The entity must be a minimum of 40% black female owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	

**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 because 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 because of that person’s conduct.
    - (c) cancel the contract and claim any damages which it has suffered because 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:** .....

.....

.....

.....

## GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests, and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
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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 anything 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3 General**

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

## **4. Standards**

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

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

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests, and analyses**

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

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

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.