



## civilian secretariat for police service

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Department:  
Civilian Secretariat for Police Service  
**REPUBLIC OF SOUTH AFRICA**

**BID NO: CSPS02/2024-2025: THE APPOINTMENT OF A SERVICE PROVIDER TO GENERATE WEBSITE CONTENT AND SECTOR ENGAGEMENT FOR THE SAFERSPACES ONLINE PORTAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



**civilian secretariat  
for police service**

Department:  
Civilian Secretariat for Police Service  
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001 268 Lilian Ngoyi Street, Fedsure Forum Building, 2<sup>nd</sup> Floor,  
PRETORIA, Tel: (012) 493, Fax (012) 393 2536/8, WEB: [www.nationalsecretariat.gov.za](http://www.nationalsecretariat.gov.za)

YOU ARE HEREBY INVITED TO BID TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE

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**BID NUMBER: CSP02/2024-2025**

**CLOSING TIME: 11:00**

**CLOSING DATE: 25 November 2024**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find SBD1, SBD2, SBD3.3, SBD4, SBD6.1, General Contract Conditions (GCC) and Terms of Reference (TOR).
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms **must** be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **Failure to complete and sign SBD1, SBD3.3, SBD4 and SBD 6.1 will automatically disqualify your bid.**
5. The bid **must be deposited into the tender box** situated in the entrance of the Civilian Secretariat for Police Service, 268 Lilian Ngoyi Street, Fedsure Forum Building, 2<sup>nd</sup> Floor, Pretoria

Yours faithfully

**MR K.R SEBE**  
**DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT**  
**DATE:**

## **A. BACKGROUND**

The Civilian Secretariat for Police Service (CSPS) is an institution responsible for conducting civilian oversight over the police service. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.

Civilian Secretariat for Police Service is situated at:

268 Lillian Ngoyi Street  
Fedsure Forum Building  
2<sup>nd</sup> Floor  
Pretoria  
0001

## SBD1 PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CSPS02/2024-2025	CLOSING DATE:	25 November 2024	CLOSING TIME:	11:00AM
DESCRIPTION	BID NO: CSPS02/2024-2025: THE APPOINTMENT OF A SERVICE PROVIDER TO GENERATE WEBSITE CONTENT AND SECTOR ENGAGEMENT FOR THE SAFERSPACES ONLINE PORTAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p><b>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.</b></p>	

## SBD 1 PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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: .....

**B. SBD 3.3**

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: <b>CSPS02/2024-2025</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE: <b>25 November 2024</b>

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

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

BID PRICE IN RSA CURRENCY

\*\* (ALL APPLICABLE TAXES INCLUDED)

DETAILS DESCRIPTION: Refer to tables on section 5.	ANNUAL COSTS (excluding VAT): YEAR 1	YEAR 2	YEAR 3
Item			
<b>Content Production/Development or Generation and Outreach</b> This includes: <ul style="list-style-type: none"><li>• <b>Content production or generation:</b> (Please see table 2 for the specific deliverables for this)</li><li>• <b>Supporting the growth of the SaferSpaces network (outreach):</b> Minimum: 1 organisation and 2-3 practitioners per month = 12 organizations and +/- 30 practitioners</li><li>• Updating Content</li><li>• Moderation of Comment Function</li></ul>			
<b>Communication and Public Relations</b>			

<p>This includes</p> <ul style="list-style-type: none"> <li>• <b>Social Media Content:</b> 6 posts per month on each of the 2 social media platforms = minimum 72 posts on each of the social media platforms per month</li> <li>• <b>Video Production:</b> 1 Video</li> </ul>			
<p><b>Events</b></p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>Advertising Events:</b> 2 events from sector organizations advertised per month = 24 events from sector organizations advertised</li> <li>• <b>Organize Content SaferSpaces webinars and workshops:</b> 4 webinars. i.e. 1 per quarter</li> <li>• <b>Virtual/Physical Conference :</b> 1 virtual/physical conference</li> </ul>			
<p><b>Knowledge Management</b></p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>The annual Gazette:</b> 1 per annum and the monthly newsletters 12 p/a.</li> <li>• <b>Development of Communities of Practice (CoP) with subject matter experts:</b> Minimum 6 CoP's on the 6 pillars of the ICVPS and related areas.</li> </ul>			
<p><b>Steering and Monitoring of the website usage</b></p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>Monitoring of Website Usage:</b> Monitoring Report including recommendations every 6 months</li> </ul>			



<ul style="list-style-type: none"> <li>• <b>Monitoring of Website Impact:</b> Monitoring Report including recommendations every 6 months</li> <li>• <b>Core Steering Group Meetings:</b> 6 meetings with core group. -Inception meeting and technical handover meeting</li> <li>• <b>Advisory Group Meetings:</b> 2 in total every 6 months</li> </ul>			
<b>Total before VAT</b>			
<b>VAT (if registered, attach proof)</b>			
<b>Total (including VAT)</b>			

\*\*\*" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

2. Period required for commencement with project after acceptance of bid.....

3. Are the rates quoted firm for the full period of contract? \*YES/NO

4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

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

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE CIVILIAN SECRETARIAT FOR POLICE SERVICE  
PRIVATE BAG X922  
PRETORIA  
0001

Bid administration enquiries

Mr. M. Ralinala/ Ms. LN Mokoena (012) 493-1373 / 1368 / 1366

Email: [Lena.Mokoena@csp.gov.za](mailto:Lena.Mokoena@csp.gov.za) / [Mashudu.Ralinala@csp.gov.za](mailto:Mashudu.Ralinala@csp.gov.za)

Or for technical information –

Ms. M Mosane, (012) 493-1343

Email: [Matlakala.Mosane@csp.gov.za](mailto:Matlakala.Mosane@csp.gov.za)

## C. SBD 4

### 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

- 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:

.....

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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.

.....

2.3 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.

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

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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.

**D. SBD 6.1**

**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**

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**1. GENERAL CONDITIONS**

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

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

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

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:  
(a) Price; and  
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80.00
SPECIFIC GOALS	20.00
Total points for Price and SPECIFIC GOALS	100

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

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 or 90 points is allocated for price on the following basis:

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

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	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)
Enterprises with ownership of 51% or more by person(s) who are black person(s)	10	
Enterprises with ownership of 51% or more by person(s) who are Women	5	
Enterprises with ownership of 51% or more by person(s) who are Youth	3	
Enterprises with ownership of 51% or more by person(s) who are Disabled	2	
<b>Total Points</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company



- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....  
 .....

## **E. GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

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

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

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## 1. DEFINITIONS

1.1. The following terms shall be interpreted as indicated:

1.2. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

1.3. **“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.

1.4. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.5. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.

1.6. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.

1.7. **“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.

1.8. **“Day”** means calendar day.

1.9. **“Delivery”** means delivery in compliance of the conditions of the contract or order.

1.10. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

1.11. **“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.

1.12. **“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.

1.13. **“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.

1.14. **“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.

1.15. **“GCC”** means the General Conditions of Contract.

1.16. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

1.17. **“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.

1.18. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.

1.21. **“Project site,”** where applicable, means the place indicated in bidding documents.

1.22. **“Purchaser”** means the organization purchasing the goods.

1.23. **“Republic”** means the Republic of South Africa.

1.24. **“SCC”** means the Special Conditions of Contract.

1.25. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26. **“Written”** or “in writing” means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.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**

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:

7.3.1. 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

7.3.2. 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 is 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 Energy Board concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

## **9. PACKING**

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

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

## **10. DELIVERY OF 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. 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.



15.6. 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 SUPPLIERS 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 local authorities.

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 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.

## **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
a.the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
b.the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

28.1. 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.

28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. APPLICABLE LAW**

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. NOTICES**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

## **32. TAXES AND DUTIES**

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.

**F. TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO GENERATE WEBSITE CONTENT AND SECTOR ENGAGEMENT FOR THE SAFER SPACES ONLINE PORTAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**LIST OF ABBREVIATIONS**

AG	Advisory Group
B-BBEEA	Broad Based Black Economic Empowerment
BEP	Bid Evaluation Panel
CSD	Central Suppliers Database
CSPS	Civilian Secretariat for Police Service
CIPC	Companies and Intellectual Property Commission
CIPRO	Companies and Intellectual Property Registration Office
CoP	Community of Practice
CV	Curriculum Vitae
GBV	Gender Based Violence
GCC	General Conditions of Contracts
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit (German Development Cooperation)
ICVPS	Integrated Crime and Violence Prevention Strategy
KIM	Knowledge and Information Management
NDP	National Development Plan
NGO	Non-governmental Organisation
NPO	Non-profit Organisation
NPFVP	National Policy Framework on Violence Prevention
NSPGBVF	National Strategic Plan on Gender-Based Violence and Femicide
NT	National Treasury
PPR22	Preferential Procurement Regulation 22
PAIA	Promotion of Access to Information Act
POPI	Protection of Personal Information
PR	Public Relations
RDP	Reconstruction and Development Programme
SA	South Africa
SARS	South African Revenue Service
SaVI	Safety and Violence Initiative
SBD	Standard Bidding Documents
SITA	State Information Technology Agency
SLA	Service Level Agreement
ToR	Terms of Reference
VCP	Violence and Crime Prevention
VAT	Value Added Tax
WPSS	White Paper on Safety and Security

## 1. INTRODUCTION

SaferSpaces was created in mid-2014 with the support of the German Development Cooperation, through the Inclusive Violence and Crime Prevention Programme (VCP), a joint South African-German initiative implemented by the German development agency, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), and its South African (SA) government and civil society partners. The platform supports the vision for South Africa as set out in the National Development Plan (NDP) of building safer South African communities, and the implementation of the 2016 White Paper on Safety and Security (WPSS), as the country's overarching National Policy Framework on Violence Prevention (NPFVP).

In March 2017, the GIZ-VCP programme and the Civilian Secretariat for Police Service (CSPS) signed a Memorandum of Understanding outlining the handover of the custodianship of the site to CSPS, with ongoing support from VCP. Additionally, an Advisory Group (AG) was constituted from a core group of government departments and non-governmental institutions committed to strategically promote, contribute and guide the management of SaferSpaces.

## 2. BACKGROUND

Building safer communities in South Africa is a collective responsibility of both the state and its citizens. It requires an integrated approach that brings together government, civil society, academia and business, and it needs to be informed by a sound knowledge base. SaferSpaces ([www.saferspaces.org.za](http://www.saferspaces.org.za)) is an online knowledge and networking hub for practitioners working towards community safety and violence prevention in South Africa. The vision of the platform is to be:

- 2.1. South Africa's key knowledge hub on community safety and violence prevention;
- 2.2. A central networking hub for practitioners to share knowledge and connect; and
- 2.3. An effective support to South Africa's community safety and violence prevention agenda.

Thereby, the portal promotes a preventative approach with long-term, developmental, sustainable solutions to violence and crime. The SaferSpaces platform aims to promote effective approaches to addressing (especially interpersonal) violence and crime before they occur. The approach being identifying and addressing risk factors according to the socio-ecological model at the societal, community, relationship and individual levels, and to strengthen protective factors against violence (e.g. social cohesion, healthy gender norms, good relationships). More information about the concepts

of violence and crime prevention can be found under <https://www.saferspaces.org.za/understand/entry/how-can-we-prevent-violence>.

The specific objectives of the online portal are to: (a) Improve the accessibility, availability, and dissemination of knowledge from different actors, such as government, civil society, academia, and private sector in the violence prevention sector (virtual interactive library)

- a) Provide a space for promoting more inclusive dialogue and knowledge sharing between relevant actors
- b) Support and facilitate collaboration between violence prevention practitioners
- c) Showcase good/living practices and effective approaches and tools, and support the generation of new ideas and solutions to the prevention violence and crime in South Africa.

The site was managed by the Safety and Violence Initiative (SaVI) at the University of Cape Town through a grant agreement with the GIZ-VCP programme under the guidance of CSPS and an advisory group, with GIZ-VCP providing technical and content inputs. The management of the site included but was not limited to **website management, content generation and stakeholder engagement**, managing registrations of site members, development and distribution of SaferSpaces newsletters, organizing webinars under the SaferSpaces umbrella etc. as well as the subcontracting of a service provider that has been responsible for the domain hosting and technical management as well as the maintenance of the website.

Beyond mid-2021, SaVI is no longer in a position to continue with its support role to the portal. It is for this reason that the CSPS is seeking a suitable service provider from Research and/or Academic institutions with suitable and traceable experience in research and knowledge management in the field of crime and violence prevention to support the content management of the site.

A considerable amount of information on the site is generated, curated, then uploaded by the site manager, while other content is user-generated by practitioners and organisations registered on the site. The main content sections of SaferSpaces are:

- a) **“About”**: section that provides background information such as the objectives, history, and structure of the website



- b) **“Understand”**: a virtual library providing essential background information on key methods and concepts, relevant policy documents etc. in the violence prevention/safety sector in South Africa
- c) **“Learn How”**: a virtual library providing key tools, practical guides and assistance for implementing violence prevention measures
- d) **“Be inspired”**: a dynamic repository of examples of violence prevention/safety projects and initiatives that have been implemented in South Africa (project profiles including multimedia content)
- e) **“Connect”**: a virtual meeting place for those involved and interested in safety-related interventions in South Africa, providing the opportunity to register as a member to ‘post’ project profiles or documents, announcing events, connect and interact with other members etc.
- f) **“Blog”**: a regularly updated section that provides access to articles on recent developments in the sector such as news, analysis, event reports, etc.
- g) **“Events”**: promotes upcoming events in the sector from various organizations and provides links for registration
- h) **“Resources”**: research programmes and research documentation can be published here. Also, safety services can be found here for people accessing the website seeking assistance in cases of experience/witnessing violence (requires improved filter function in future).
- i) **“Themes”**: Summarizes all content from SaferSpaces (all sections) according to the 6 Themes of the White Paper on Safety and Security to make specific information easily accessible, and includes Discussion Forums for registered members

### 3. PROJECT DESCRIPTION

#### 3.1 Key Drivers of the SaferSpaces Portal

The following are some of the strategic drivers with regards to the SaferSpaces portal and are to be pursued and supported in future:

- 3.1.1. SaferSpaces is South Africa's key online knowledge hub for finding and publishing knowledge resources, good practices, events, as well as thematic information on a wide spectrum of topics related to community safety and violence and crime prevention;
- 3.1.2. It is a central online knowledge sharing and networking space for practitioners from government, civil society and academia working towards safer communities, including violence and crime prevention,

in South Africa to showcase their work, publicise knowledge resources, announce events, connect with and learn from each other; and

- 3.1.3. SaferSpaces is an effective support to the South African community safety and violence and crime prevention policy agenda, including the 2016 WPSS and its implementation strategy, the ICVPS, and the National Strategic Plan on Gender-Based Violence and Femicide (NSPGBVF); the website promotes the implementation of the overarching national policy framework on safety and its implementation on national, provincial and local level through stakeholders from government, academia, civil society and private sector ('whole-of-government and whole-of-society approach') through informing on and supporting safety-related processes, developments and events, and facilitating the active knowledge and information exchange of practitioners on activities, research, best practices, and learnings.
- 3.1.4. Hence, the website is a knowledge hub and (facilitated) networking space for community safety and violence and crime prevention practitioners from government, civil society and the research community in South Africa.

## **3.2. The key standards of SaferSpaces**

- 3.2.1. Relevance: Information that is aimed to be relevant to violence and crime prevention practitioners, (political/official) decision makers, researchers etc.
- 3.2.2. Inclusivity: The website promotes inclusive exchange between different levels of government (national, provincial, and local) and spheres of society (public sector, academia, civil society, private sector) for the promotion of an aligned and cohesive whole-of-society approach in the implementation of the South African safety agenda.
- 3.2.3. Accuracy and Timeliness: The information on the portal should be up-to-date, with information contextually relevant to the safety sector. Hence, up-to date and new content should align to South African safety priorities and provide information on recent developments within the violence and crime prevention sector in South Africa. By doing so, the website content contributes to relevant discussions of the violence and crime prevention sector in South Africa.
- 3.2.4. Adaptability: The information portal should have an in-built capability for re-design so that it can suitably adapt to context changes and changing information requirements.
- 3.2.5. Data integrity: SaferSpaces portal should provide up-to-date, contextually relevant and validated data, a source from which information can be extracted and be used. Available information and data collected on the portal should be secure according to up-to date standards and align with regulatory

frameworks (such as PAIA or POPI Act) to ensure the availability relevant information and protection of intellectual property and personal data.

- 3.2.6. Not-for-profit: Content on SaferSpaces is accessible free of charge for every user and the website does not serve any personal or commercial financial interests, prior-approved not-for-profit advertisement is done on the website.

Furthermore, as the SaferSpaces portal promotes community safety and approaches to the prevention of violence and crime in South African communities, the nature of the portal does not allow for any kind of discrimination, promotion of any kind of violence or content deemed to be offensive. The service provider for the website management will comply to these drivers and standards under constant guidance from the CSPA, the GIZ-VCP programme and the SaferSpaces Advisory Group.

More information on the sections and their functionalities can be found in Annexure: 1 (Technical Specifications of SaferSpaces).

#### **4. DURATION**

The CSPA is looking for a service provider to support the content management, and maintenance of SaferSpaces for the period of thirty-six (36) months commencing on the stipulated date to be outlined in the Service Level Agreement (SLA).

#### **5. SCOPE OF WORK**

The service provider will provide support in creating and providing content as per the following deliverables. The content will be based both on original work by the service provider and on contributions by topic experts whom the service provider will need to identify (with CSPA: KIM support) and whose texts will require editing for online usage. The service provider is required to provide the following services:

##### **5.1 CONTENT MANAGEMENT**

**Table 1: Content Production or Generation and Outreach**

Content production or generation	<p>The service provider will develop and collect content contributions and upload the entries to the various sections on SaferSpaces. The content will be based both on original work by the service provider and on contributions by topic experts whom the service provider will need to identify. The content manager should be able to request content contributions from other organizations in the violence and crime prevention sector (e.g. advisory group members) whose texts will require editing for online usage.</p> <p><i>(Please see table 2 for the specific deliverables for this)</i></p>
Supporting the growth of the SaferSpaces network (outreach)	<p>The service provider will also support reaching out to organisations and individuals that are active in the violence prevention sector and/or contributing to community safety and provide assistance to be registered on SaferSpaces. Furthermore, the service provider will assist violence and crime prevention initiatives/projects in South Africa to present their work on the website.</p> <p><i>(Please see table 3 for the specific deliverables for this)</i></p>
Updating Content	<p>The service provider will update the existing content on SaferSpaces in instances when the CSPS or stakeholders of the website require content to be updated to reflect the latest research/developments. Furthermore, the service provider will ensure that the content filter structure in the various sections of SaferSpaces is updated.</p>
Moderation of Comment function	<p>Moderating the interactive functionalities of the website (comments and discussion forum).</p>

**Table 1: Content Development or Generation**

Content and Deliverables	Description
<b>UNDERSTAND THEMATIC PAGES</b>	<p>Thematic introductions to topics relevant for understanding concepts and key approaches of violence and crime prevention and community safety. These consist of:</p>

<p><b>Deliverables</b></p> <p><b>Updated pages = Four (4)</b> (original work)</p>	<ul style="list-style-type: none"> <li>• the main text between one thousand five hundred and two thousand five hundred (1500-2500) words</li> <li>• one main feature image; and</li> <li>• optional: additional images, graphics, links to topic-relevant resources, tables etc.</li> </ul> <p>For example, check the existing page on Youth Violence.</p>
<p><b>New thematic pages = Six (6)</b> (original work)</p>	<p>Updating of existing pages (original work)</p> <p>The service provider is expected to update at least four (4) existing <b><u>‘UNDERSTAND’ SECTION</u></b> entries based on current research and</p>
<p><b>New ‘policy explainer’ pages and how these policies relate = Four (4)</b> (original work with departments)</p>	<p>policies. The entries will be selected through consultations with the CSPA and the Advisory Group Members (AG) members.</p> <p>New pages (supported by topic experts)</p> <p>The service provider is expected to develop six (6) further entries in the <b><u>‘UNDERSTAND’ SECTION</u></b> based on research in the violence and crime prevention sector (in South Africa) and will seek additional advice for interactions from topic experts (e.g. Advisory Group Members or other strategic partners).</p>
	<p>The CSPA in collaboration with the AG members will provide guidance on the topics of these articles.</p> <p>New ‘policy explainer’ pages (original work supported by responsible departments)</p> <p>These entries in the <b><u>‘UNDERSTAND’ SECTION</u></b> will provide an easily understandable introduction to selected safety policies and how they relate to violence and crime prevention. The content of these pages needs to be checked with and approved by the responsible departments (with AG members support):</p>

	<ul style="list-style-type: none"> <li>• National Development Plan 2030 (esp. Chapter 12)</li> <li>• Integrated Urban Development Framework</li> <li>• Integrated Crime and Violence Prevention Strategy</li> <li>• National Strategic Plan on Gender-based Violence and Femicide</li> </ul> <p>Furthermore, the service provider will develop an entry on how policies relevant for community safety relate to each other.</p>
<b>BLOG POSTS</b>	The service provider should ensure that at least three (3) <b><u>BLOG POSTS</u></b> (at the maximum of one thousand (1000) words) per month
<b>Deliverable</b>	are uploaded on SaferSpaces. Blog posts can be generated from
<b>Minimum. Three (3) per month = thirty-six (36) p/a (minimum. Twenty (20) original work)</b>	organizations in the violence and crime prevention sector (e.g. advisory group members) to increase their audience (re-share) or can be original work of the service provider. The latter (original blogs from the service provider) should amount to a total of twenty (20) articles.
	Blog posts should relate to current topics of community safety and violence prevention in South Africa (e.g. summarizing latest research, commenting on latest developments/policies, report on events etc.). The service provider will make suggestions for the original work articles to be agreed with the CSPS and the AG members.
<b>RESOURCES</b>	The service provider is required to upload a minimum of five (5)
<b>Deliverable</b>	relevant <b><u>RESOURCE</u></b> items per month (e.g. research publications, manuals, toolkits etc.) published by organisations, think tanks etc. on
<b>Five (5) per month =sixty (60)</b>	violence prevention and community safety in South Africa (with consent).
<b>SAFETY SERVICES</b>	While SaferSpaces does not itself implement violence prevention interventions or provide counselling to victims of crime or violence,
<b>Deliverable</b>	the website does have a section on which information on counselling

<b>Finalise overview of support services for victim support &amp; counselling</b>	<p>services is made available to victims or those at risk of becoming victims to various types of violence:</p> <ul style="list-style-type: none"> <li>• Organisation</li> <li>• Type of support (e.g. domestic violence, GBV etc.)</li> <li>• Contact details (Phone, website etc.)</li> </ul> <p>This list needs to be further updated and a user-friendly filter system needs to be developed for users to easily find suitable services close to their location.</p>
<b>E-TUTORIAL Deliverable</b>	The service provider is required to develop two further <b><u>E-TUTORIALS</u></b> on the basic concepts in violence and crime prevention.
<b>Check, edit and finalise text for short e-tutorial on violence prevention</b>	<p>Please view: <a href="https://www.saferspaces.org.za/tutorials/understanding-violence-and-concepts-of-violence-prevention">https://www.saferspaces.org.za/tutorials/understanding-violence-and-concepts-of-violence-prevention</a> for the existing tutorial for orientation.</p> <p>The topics will be discussed with the CSPS in consultation with the SaferSpaces advisory group. The service provider is responsible to draft, iterate and finalize a concept and text for the e-Tutorials including additional content, suggestions for graphics and reflective questions (for tutorial users) as well as final editing and uploading on the website.</p>

**Table 3: Outreach to Organizations and Practitioners**

Activity/ Deliverable	Description
<b>OUTREACH Deliverable</b>	The service provider will reach out to organisations and individuals in the violence prevention sector to inform them about SaferSpaces and support them in getting registered and represented on the website.
<b>Minimum: one (1) organisation and two – three (2-3) practitioners per month = twelve (12)</b>	

organizations and +/- thirty  
(30) practitioners

**BE INSPIRED**

**Project profiles**

**Deliverable**

**minimum (2) per month =  
twenty four (24)**

The service provider will support the creation of at least two (2) project profiles (**'BE INSPIRED' SECTION**) per month. The content should be provided by the organisations running the programmes/projects under support from the service provider if necessary. The scope of this work will provide the support required per organisation.

**Table 4: Knowledge management and information dissemination**

<p><b>Electronic newsletters</b></p> <p>Deliverable</p> <p>Minimum: one (1) newsletter per month = minimum twelve (12) newsletters in total</p>	<p>The service provider will send out a monthly e-mail newsletter based on an existing mailing list updating on latest content of the website and promoting upcoming events.</p>
<p><b>Gazette</b></p> <p>Deliverable</p> <p>One (1) Gazette per Year = one (1) Gazette in total</p>	<p>The CSPA will compile one SaferSpaces Gazette edition (on an annual basis) which will have electronic and printed versions of highlighted content on the website and compile entries on one specific thematic issue regarding violence and crime prevention, to be jointly agreed with the CSPA and the AG members.</p> <p>The CSPA will compile, edit, and design the Gazette based on existing design template (improvements can be made when and if it is necessary by both teams). The CSPA will print up to one hundred (100) to one hundred and fifty (150) copies of the Gazette. The service provider will provide up-to-date images for a vivid design of the Gazette. The CSPA together with the service provider will disseminate the Gazette and the CSPA will send out copies to identified organizations.</p>



**Table 5: Communication and Public Relations**

<b>Social media content</b> Deliverable Minimum six (6) posts per month on each of the two (2) social media platforms = minimum seventy two (72) posts on each of the social media platforms per month	Highlights on relevant crime and violence prevention interventions, activities, events, and publications need to be regularly posted on SaferSpaces' Facebook and X-Account (formerly known as Twitter account). This can be re-posts from other organizations or posts of the SaferSpaces content. At least six (6) posts on each of the social media platforms per months are expected.
<b>Video Production</b> Deliverable One (1) Video	<p>The service provider will develop the concept and script of a SaferSpaces video about two and a half (2.5) minutes that presents the website and its objectives and shows its functionality similar to this video: <a href="https://www.youtube.com/watch?v=vXz9XTGzyF4">https://www.youtube.com/watch?v=vXz9XTGzyF4</a></p> <p>The service provider is expected to design and produce the video in high quality and in a modern style and upload it on the social media channels of SaferSpaces and the website itself. The concept, script and design of the video will be discussed with the CSPS and the AG members.</p>
<b>E-Mailbox</b>	SaferSpaces has an e-mailbox for any kind of enquiries. The CSPS is responsible to review the email messages and provide responses to all of them, if necessary, in consultation and collaboration with the appointed Service Provider or the AG members.
<b>Images</b>	The service provider will ensure that the SaferSpaces platform, the social media content and knowledge products are well designed with suitable images.

**Table 6: Promote and Organize Events**

<p><b>Advertising Events</b></p> <p>Deliverable</p> <p>Minimum (2) events from sector organizations advertised per month = twenty four (24) events from sector organizations advertised</p>	<p>The service provider will reach out to other organizations in the violence and crime prevention sector to advertise and publicise events on the website. At least two (2) events organized by stakeholders in the violence and crime prevention sector should be advertised per month (with their consent).</p>
<p><b>Organize SaferSpaces Webinars</b></p> <p>Deliverable</p> <p>Four (4) webinars in total min. One (1) per quarter</p>	<p>The service provider will organize four (4) webinars under the name of SaferSpaces. This is to enhance the portal's contribution for an active exchange by actors in the violence and crime prevention sector. The service provider will prepare, conduct and follow up on these webinars where recent sector developments are discussed or relevant projects are presented with a special focus on evidence-based activities. At least one (1) webinar per month.</p> <p>The service provider will prepare the webinars, including identifying and requesting external speakers and advertising the webinars on the website and on social media, and facilitate the webinar itself. After the webinar, the service provider will upload a recording on the SaferSpaces YouTube channel, including a short description of the</p>

	<p>webinar. The recording should also be uploaded to the SaferSpaces website.</p> <p>The webinar topics shall be discussed with the CSPA and the AG members.</p> <p>Furthermore, the service provider will monitor the number of participants in the webinars and provide an overview of how many people participated cumulatively. Additionally, the service provider will send a short survey after each webinar to the webinar participants to explore the relevance of the webinar content for their work, and will compile a consolidated overview of the results.</p>
<p><b>Virtual Conference</b></p> <p>Deliverable</p> <p>One (1) virtual or physical conference</p>	<p>The service provider will prepare, organize, and facilitate a virtual or physical conference that summarized the key learnings of the webinars and common practices of the violence and crime prevention sector to support the implementation of the ICVPS-WPSS.</p> <p>The conference should include inputs/webinars from other organizations (with organizational/logistic support from the service provider) as well as webinars facilitated from the service provider themselves four (4) webinars for two hours.</p>

**Table 7: Steering and Monitoring of Website Usage and Impact**

<p><b>Monitoring of Website Usage</b></p> <p>Deliverable</p> <p>Monitoring Report including recommendations every six (6) months.</p>	<p>The service provider is required to monitor the usage of the website, including user behaviours, which contents are most relevant to the user, etc. to ensure that the website is well used and content aligns with the user needs and interests. The service provider will compile this report and develop recommendations every six (6) months but should be prepared to answer ad-hoc enquires.</p> <p>The service provider should provide monitoring tools and conduct ongoing user surveys be conducted.</p> <p>The service provider is expected to provide recommendations to the CSPA and the website stakeholders (including the AG members) on website amendments suitable for the user's needs and interests and implement the changes according to the CSPA and stakeholders' guidance.</p>
<p><b>Monitoring of Website Impact</b></p> <p>Deliverable</p> <p>Monitoring Report including recommendations every six (6) months.</p>	<p>As the website serves as the implementation of national safety policies such as the ICVPS, the service provider is expected to also monitor the impact of the website based on the sector presented case studies.</p> <p>The service provider is expected to prepare recommendations on how the website can increase its contribution to the implementation of national safety policies; present them to the CSPA, the website stakeholders and implement the recommendations according to their guidance.</p> <p>The suitable methods for the monitoring, including user surveys (online) and if necessary individual telephonic interviews with practitioners will be developed by the service provider.</p>

<b>Core Advisory Group Members</b>  Deliverable Monthly update six (6) meetings with core group Inception meeting and technical handover meeting	The service provider will support the preparation and facilitation of quarterly update meetings with the CSPS to the AG members and partners to update and discuss pending or upcoming matters.  The service provider will be required to participate in the inception meeting for the assignment as well as additional discussions on technical matters of the website.
<b>Advisory Group</b>  Deliverable Advisory Meeting every six (6) months=two (2) in total	The CSPS will support the organization of the <b>AG</b> meetings. The service provider will prepare the usage and impact reports. The AG meetings will take place every six (6) months (Bi-Annually). Furthermore, the service provider will ensure the implementation of agreed-upon decisions in the AG meetings.

## 6. KEY DELIVERABLES

The project deliverables must cover the following:

- 6.1 Content creation and outreach: As the core task of the agreement, this includes continuous- High-quality content creation e.g. thematic pages, blog posts, resources, project profiles – both original and sourced from experts.
- 6.2 Outreach to organisations/institutions in the field of community safety and violence and crime prevention and support in registering/profiling them
- 6.3 Public Relations (PR) Products: These include the distribution monthly electronic newsletters through the existing online platforms including emailing system, and other products such as e.g. flyers distributed as in when required.
- 6.4 The production of an annual SaferSpaces Gazette (online and printed) according to an existing layout (improvements can be initiated).

6.5 Events: These include planning, organisation and facilitation of learning and/or networking events – themes/topics to be decided upon by the project team under the guidance of the AG.

6.6 Convene and facilitate two (2) AG meetings per annum at the convenient venue of choice. This includes ad-hoc meetings if and when it is necessary to do so.

## **7. SERVICE REQUIREMENTS**

During the contract duration, CSPA and the appointed service provider will be collaborative partners towards the achievement of managing the SaferSpaces portal. Furthermore, a proper hand-over of the processes which will be supervised by the CSPA with backstopping support from AG members will be provided (incl. a manual for the website). All components of the assignment will include close cooperation with the CSPA and the AG members as well as additional stakeholders in the violence and crime prevention sector in South Africa.

The management of the SaferSpaces portal consists of two pillars: content management, technical hosting and technical maintenance. The SITA as the main government agency, will do the technical hosting of the website. The service provider will be responsible for the following work packages within these two pillars:

**7.1. Content Management:** The content management includes mainly the day-to-day management of the websites content as well as the organization and implementation of sector events (such as webinars).

The core elements of the content management include the following:

- 7.1.1. Content creation and outreach;
- 7.1.2. Knowledge management, including monthly newsletters (electronic) and publishing the annual SaferSpaces Gazette (electronic and print);
- 7.1.3. Communication and Public Relations Products;
- 7.1.4. Organization of online events related to the objectives of Saferspaces;
- 7.1.5. Monitoring of website usage and impact and support of necessary adjustments;
- 7.1.6. Ensuring that all social media platforms and Emails are available and managed to benefit the public on the SaferSpaces portal;
- 7.1.7. Development and preparation of a training manual.

## 8. MANAGEMENT AND REPORTING

- 8.1. The service provider shall submit a project plan to the Department. This plan shall be agreed upon between the service provider and the Department within fourteen (14) working days after the signing of this Service Level Agreement (SLA).
- 8.2. A compulsory pre-inception meeting with the project team from the department and SITA will be arranged, after the signing of the SLA.
- 8.3. The successful service provider shall submit and present progress reports in writing to the CSPA: KIM project team on a monthly basis and as and when required. service provider will also be required to convene team progress report and update meetings, throughout the project period using a combination of physical and virtual platforms.
- 8.4. Submit progress report in writing which will include the following:
- a) Details of progress report of deliverables
  - b) Problems encountered and proposed remedial actions
- 8.5. The service provider will work under the guidance and management of the Chief Director: Policy and Research.
- 8.6. The service provider will work closely with CSPA: KIM Team.
- 8.7. The service provider will report and will submit all deliverables to the **Chief Director: Policy and Research.**
- 8.8. The service provider shall commence work as soon as practicable after the effective date of the Agreement.
- 8.9. The Department and all relevant stakeholders shall provide relevant supporting documents to the service provider as required.
- 8.10. Meetings arising from note of concerns will be facilitated and approved by the department.
- 8.11. The service provider can propose the overall working method plan in the submission inclusive of workshops.
- 8.12. A hard copy of all work prepared and a handover report along with a Microsoft Word electronic copy shall be submitted to:
- Civilian Secretariat for Police Service  
Fedsure Building  
268 Lilian Ngoyi Street  
Pretoria

Email: [Matlakala.Mosane@csp.gov.za](mailto:Matlakala.Mosane@csp.gov.za)

And shall be marked for the attention of **Ms. Matlakala Mosane**

## **9. GENERAL AND SPECIAL CONDITIONS**

9.1. The General Conditions of Contracts (GCC) as set out by the National Treasury (NT) will be applicable in all instances. A copy of the GCC is attached to the bid documents. The general condition is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

9.2. The special conditions shall include the following:

9.2.1. The successful service provider shall treat all information supplied by the Department as confidential and will not disclose any of such confidential information to any other person/or institution (third party).

9.2.2. The successful service provider must transfer skills with respect to website content generation and sector engagement for the Saferspaces online portal to CSPS: KIM team, through training and / or workshops to be conducted within an agreed upon timeframe prior to the completion of the project.

9.2.3. The service provider shall be able to meet to agreed turnaround time when dealing with queries.

9.2.4. The service provider must be willing to resolve disputes.

## **10. PAYMENT**

10.1. No advance payment will be made to the successful service provider.

10.2. Payments shall only be processed upon the satisfactory delivery of the service in accordance to this bid, payment schedule and its SLA.

10.3. The Department will pay the successful service provider within thirty (30) days of receiving an invoice, provided the Department is satisfied with the services performed. Should the Department query an invoice or the quality of the service provided, the 30-day period will run from the date upon which the query has been resolved or the quality of the service provided has been rectified.

10.4. Payment to the successful service provider will be done by means of electronic bank transfers, only if the services have been rendered satisfactorily.

10.5. All invoices payable shall be inclusive of value-added tax (VAT).

10.6. Total cost shall be fixed for the duration of the contract.



## 11. INTELLECTUAL PROPERTY

- 11.1. The Department will own all copyrights and other intellectual property rights for all documentation developed for purposes of this project, including all data, systems, reports, models, and written advice.
- 11.2. The information generated during the interviews shall be recorded by the successful service provider. Procedures followed and presentations made by the successful bidder and Department, including any documents issued or circulated shall be the intellectual property of the Department and the successful service provider shall not disclose the contents of such procedures, presentations or documents to any third party without the consent of the Department.
- 11.3. The successful service provider must hand over all information including reports and frameworks after completion of project on an agreed upon date.
- 11.4. The successful service provider will not modify any information obtained from the Department and its stakeholders, merge it with any other information, use it for any commercial purpose or any other purpose that may in any manner affect the integrity, security or confidentiality of such information.
- 11.5. No agreement in respect of the transfer of the intellectual property will be of any force and effect, unless reduced to in writing.

## 12. PENALTIES

Subject to clause 25 of the GCC, if the successful bidder fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract and as per agreed upon specifications, the Department 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 delay until actual delivery or performance. The Department may also consider termination of the contract pursuant to clause 23 of the GCC.

## 13. PROFILE OF CONSULTANT FIRM

- 13.1. Brief company profile, as relevant to the above mentioned Terms of Reference.
- 13.2. At least five **(5) years' experience in the relevant areas**, e.g. Criminology or Violence and Crime Prevention Research work, content generation and project management.
- 13.3. Content Management in particular that relates to violence and crime prevention:

- 13.3.1. Strong understanding of the underlying concepts of violence and crime prevention and community safety and security;
- 13.3.2. Approaches of violence and crime prevention and community safety in South Africa including the relevant government policies;
- 13.3.3. Strong research background and writing (publishing) on violence prevention and community safety issues;
- 13.3.4. Demonstrable strong network of relevant key role-players (both state and non-state) and stakeholders with regards to community safety in South Africa;
- 13.3.5. Experience in content management, website monitoring and evaluation;
- 13.4. Solid and reputable experience in writing and editing as well as in the organization of (online) events.
- 13.5. Proven experience in research review e.g. submit three (3) examples.
- 13.6. CV/Resumes of all team members including Project Manager, highlighting experience relevant to the project. Individual CVs should not exceed four (4) pages along with confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time.
- 13.7. Contact details of at least three (3) references from recent clients on similar projects.
- 13.8. Certificate of incorporation / legal status.
- 13.9. Financial proposal.

#### 14. QUALIFICATIONS

The service provider must ensure the following:

To have a team of professionals with profiles highlighting experience relevant to the project preferably in the Criminology or Violence and Crime Prevention research work, safety and security and content generation.

- 14.1. Project Manager** has at least Master's Degree in the field that includes criminology, criminal justice, Policing, Law, sociology, social science and/or Information science with at least minimum of seven (7) **years' professional experience** in specifically related to the content generation, Criminology or Violence and Crime Prevention research work, safety and security. Proven ability to write and present complex research-related reports/documents. Excellent communication skills and ability to articulate ideas in a clear and accurate manner, including the ability to prepare and edit written documents and reports.

**14.2. Project team** maximum of two (02) members have at least Under-Graduate Degree in the field that includes bachelor's or post graduate degree in in the field that includes criminology, criminal justice, Policing, Law, sociology, social science and/or Information science with at least minimum of three **(3) years' experience** in specifically related to the research work in the policing, safety and security, crime prevention environment, and development of Implementation of Research and Safety and Crime And Violence Prevention Plans in both the private (Research/Academic Institutes, NGO/NPO's) and public service.

## **15. BID AWARD CONDITIONS**

- 15.1. Prospective service providers must submit bid proposals that respond to all requirements specified in the Terms of Reference (ToR). All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 15.2. Original bid proposals and one copy of the bid proposal must be submitted.
- 15.3. The written price quotation must be on the letterhead of the company.
- 15.4. The recommended bidder shall be subjected to the security clearance process.
- 15.5. Only a service provider who is cleared during the security clearance process shall be considered for appointment.
- 15.6. The Department reserves the right to award the bid to one or more service providers.
- 15.7. The Department reserves the right to award the bid in whole or partially to one or more service providers.
- 15.8. The highest scoring bidder(s) shall be expected to present their proposals to the Bid Evaluation Panel (BEP) in line with the specified criteria.
- 15.9. Through conducting reference checks, service providers shall be disqualified if found to have misrepresented information in their bid proposals.
- 15.10. The successful service provider (s) shall enter into an agreement with the Department.

## **16. EVALUATION CRITERIA**

The bid proposals shall be evaluated in accordance with the 80/20 principle applicable in respect of Preferential Procurement Regulation (PPR) 22, Reconstruction and Development Programme (RDP)

Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b).

**16.1. The evaluation shall be conducted as follows:**

16.1.1. Phase One: Administration Compliance and Mandatory Requirements

16.1.2. Phase Two: Technical Proposal;

16.1.3. Phase Three: Presentation by Highest Scoring Bidder(s);

16.1.4. Phase Four: Price and PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b) CSD Summary report.

**16.2. Evaluation Criteria**

**Phase One: Administrative Compliance and Mandatory Requirements**

Bidders must submit the following documentation:

**ADMINISTRATION:**

- A valid Tax Clearance Certificate or SARS Pin and Suppliers summary report obtained from National Treasury Central Suppliers Database (CSD).
- Proof of registration as a CIPC (Previously known as CIPRO) / Certificate of incorporation / legal status.
- Sworn affidavit or BBBEE certificate
- Completed and signed all compulsory Standard Bidding Documents (SBD 1, SBD 3.3, SBD 4, SBD 6.1 and CSD Summary Report).

**MANDATORY:**

- CVs of proposed team members dedicated to this project, Project Manager and Research Team.
- Bidder must provide at least three (3) contactable references and provide signed letters of references relating to the Research services and CSD reserves the right to contact the references.
- Comprehensive CVs of the Project **Manager** that have at least master's degree.
- Minimum of at least three contactable references.
- Comprehensive CVs of the **Project team** (maximum of two (02) members) bachelor's degree.

### Phase One: Administrative Compliance and Mandatory Requirements

- Company profile.
- Valid formal quotation on the company's letter head (financial proposal with price breakdown).

**NB: Bidders who does not meet mandatory requirements shall be disqualified and shall not be subjected to further evaluation.**

### Phase Two: Technical Proposal (Functionality)

**100**

- **Experience in the provision of the services (to be strictly assessed ONLY on the basis of the listed experience).**
- **Project Manager** has at least Master's Degree that includes Criminology, Criminal Justice, Policing, Law, Sociology, Social Science and/or Information science with at least minimum of seven **(7) years'** professional **experience** in research and content development and publication specifically related to the website content generation, Criminology or Violence and Crime Prevention research work, safety and security. **(5 points)**
- Comprehensive CVs of the Project team maximum of two (02) members with Bachelor's Or Post Graduate Degree in Criminology, Criminal Justice, Policing, Law, Sociology, Social Science and/or Information science with minimum of three (3) years' experience in specifically related to the development of research, in specifically related to the research work in the policing, safety and security, crime prevention environment, and development of Implementation of Research and Safety and Crime and Violence Prevention Plans in both the private (Research/Academic Institutes, NGO/NPO's) and public service. with a minimum of at least three (3) contactable references-**(5 points)**.
- Companies are required to provide proof that they have facilitated/performed similar projects, accompanied by correspondence from references proving that such project was executed, as well as three (03) minimum contactable references – **(15 points)**.

Points shall be allocated as follows:

#### 1.1 Company experience

**15**

- a) 5 years to 7 years – **(5 Points)**
- b) 8 years to 10 years – **(10 Points)**
- c) 11 years and above – **(15 Points)**

#### 1.2 Project Manager experience

**20**

- a) 7 years to 10 years – **(10 Points)**
- b) 11 years to 19 years – **(15 Points)**
- c) 20 years and above – **(20 Points)**

<b>Phase Two: Technical Proposal (Functionality)</b>	<b>100</b>
<b>1.3 Project methodology and content generation and Criminology or crime and violence prevention research work experience:</b> a) General approach and planned methodology - <b>(10 points)</b> b) Detailed project plan with final outputs and identified timeframes - <b>(20 points)</b> c) Experience related to Criminology or crime and violence prevention research work and website content generation - <b>(10 points)</b>	<b>40</b>

***Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.***

<b>Phase Three: Presentation by bidders who have scored 70 points and above</b>	
<ul style="list-style-type: none"> <li>• Research methodology (as defined under functionality criteria).</li> <li>• Experience related to Criminology or crime and violence prevention research work and website content generation</li> <li>• Detailed Project Plan.</li> <li>• Price Proposal (breakdown of price proposal) as per terms of reference.</li> </ul>	

<b>PHASE FOUR – PRICE AND 80/20 PRINCIPLE APPLICABLE IN RESPECT OF PPR22, RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP) GOALS OR BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (B-BBEEA) AS PROVIDED FOR BY ITS SECTION 10(B).</b>	<b>100</b>
<b>NB:</b> Pricing must be done in line with the provided template for the Service and administration fee structure:	
Price	80
Specific goals	20
<b>TOTAL</b>	<b>100</b>

80/20 principle applicable in respect of PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b) (As aligned to SBD 6.1)

**Points will be awarded as per the following:**

<b>Specific goals</b>	<b>Points</b>
Historically Disadvantaged individual (HDI)	
Enterprises with ownership of 51% or more by person/s who are black person/s.	10
Enterprises with ownership of 51% or more by person/s who are women	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprises with ownership of 51% or more by person/s with disability	2
<b>Total</b>	<b>20</b>

## 17. PRICE SCHEDULE

The detailed tasks and components and related deliverables of this assignment will be outlined above in (chapter 10).

DETAILS DESCRIPTION:	ANNUAL COSTS (excluding VAT): YEAR 1	YEAR 2	YEAR 3
Item			
<b>Content Production/Development or Generation and Outreach</b> This includes: <ul style="list-style-type: none"> <li>• <b>Content production or generation:</b> <i>(Please see table 2 for the specific deliverables for this)</i></li> <li>• <b>Supporting the growth of the SaferSpaces network (outreach):</b> Minimum: 1 organisation and 2-3 practitioners per month = 12 organizations and +/- 30 practitioners</li> <li>• Updating Content</li> <li>• Moderation of Comment Function</li> </ul>			
<b>Communication and Public Relations</b> This includes <ul style="list-style-type: none"> <li>• <b>Social Media Content:</b> 6 posts per month on each of the 2 social media platforms = minimum 72 posts on each of the social media platforms per month</li> <li>• <b>Video Production:</b> 1 Video</li> </ul>			
Events			

<p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>Advertising Events:</b> 2 events from sector organizations advertised per month = 24 events from sector organizations advertised</li> <li>• <b>Organize Content SaferSpaces webinars and workshops:</b> 4 webinars. i.e. 1 per quarter</li> <li>• <b>Virtual/Physical Conference :</b> 1 virtual/physical conference</li> </ul>			
<p><b>Knowledge Management</b></p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>The annual Gazette:</b> 1 per annum and the monthly newsletters 12 p/a.</li> <li>• <b>Development of Communities of Practice (CoP) with subject matter experts:</b> Minimum 6 CoP's on the 6 pillars of the ICVPS and related areas.</li> </ul>			
<p><b>Steering and Monitoring of the website usage</b></p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• <b>Monitoring of Website Usage:</b> Monitoring Report including recommendations every 6 months</li> <li>• <b>Monitoring of Website Impact:</b> Monitoring Report including recommendations every 6 months</li> <li>• <b>Core Steering Group Meetings:</b> 6 meetings with core group. -Inception meeting and technical handover meeting</li> <li>• <b>Advisory Group Meetings:</b> 2 in total every 6 months</li> </ul>			



<b>Total before VAT</b>			
<b>VAT (if registered, attach proof)</b>			
<b>Total (including VAT)</b>			

The bidder will as a rule not be entitled to claim for travel and subsistence expenses. If travel and subsistence are applicable, such charges must be included into the bid price.

## 18. COMPULSORY BRIEFING SESSION

A compulsory briefing session will be conducted on 08 November 2024, 10:00 at:

Venue: Civilian Secretariat for Police Service

Fedsure Forum building, 268 Lilian Ngoyi street

Pretoria, 0001

**NB:** Bidders may also join the briefing session on Microsoft Teams using the link provided below.

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 360 452 051 197

Passcode: Uqaafz

## 19. ENQUIRIES

**For more information, please contact the following persons:**

### **Technical Enquiries:**

Ms. Matlakala Mosane

(012) 493 1343, Email: [Matlakala.Mosane@csp.gov.za](mailto:Matlakala.Mosane@csp.gov.za)

### **(SCM) Bid Enquiries:**

Mr M. Ralinala

(012) 493-1373, Email: [Mashudu.Ralinala@csp.gov.za](mailto:Mashudu.Ralinala@csp.gov.za)

Ms L. Mokoena, (012) 493-1368, Email: [Lena.Mokoena@csp.gov.za](mailto:Lena.Mokoena@csp.gov.za)