



social development

Department:
Social Development
REPUBLIC OF SOUTH AFRICA

Private Bag X901, Pretoria, 0001

Enquiries: Z Mantantana, Tel No: (012) 312 7463, Email: ZolisaM@dsd.gov.za

Sir/Madam

READVERTISEMENT: THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A HOSTED CALL CENTRE SERVICE AT SALVOKOP, PRETORIA CENTRAL, FOR THE GENDER BASED VIOLENCE COMMAND CENTRE OF THE DEPARTMENT OF SOCIAL DEVELOPMENT.

1. Tender No: **SD02/2026**
2. Closing Date: **16 October 2026** at 11:00
3. **No briefing**
4. The following documents form part of this invitation for a proposal:
 - SBD1: Invitation to bid
 - SBD3.3: Pricing Schedule
 - SBD4: Declaration of Interest
 - SBD6.1: Preference points Claim Form
 - General Conditions of Contract
5. **All the documents accompanying this invitation must please be completed in detail, where applicable and returned with your Bid.**
6. Please make sure that your bid reaches this office before the closing time and date
7. When submitting your bid the following information must appear on the sealed envelope:
 - i. Name and address of the Bidder
 - ii. Bid number
 - iii. Closing Date
8. This envelope can be placed in the Bid box in the foyer at HSRC Building, 134 Pretorius Street, Pretoria
9. Validity period: 120 Days from closing date

Kind regards


DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 25/09/2026

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL DEPARTMENT OF SOCIAL DEVELOPMENT)					
BID NUMBER:	SD01/2026	CLOSING DATE:	31 AUGUST 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER TO FACILITATE THE FOOD SAFETY AND QUALITY ASSURANCE (FSQA) TRAINING FOR OFFICIALS AND PERSONNEL IN DSD FEEDING CENTRES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT HSRC Building, 134 Pretorius Street, Pretoria					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
		NAME: _____			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



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Social Development
REPUBLIC OF SOUTH AFRICA

P.O. Box X 901, Pretoria, 0001, 134 Pretoria Street, HSRC Building, Pretoria

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TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A HOSTED CALL CENTRE SERVICE AT SALVOKOP, PRETORIA CENTRAL, FOR THE GENDER BASED VIOLENCE COMMAND CENTRE OF THE DEPARTMENT OF SOCIAL DEVELOPMENT

Project	Gender-Based Violence Command Centre
Contract Period	36 months
Service Model	24/7/365 hosted and managed service
Document Status	Updated draft incorporating high-level system requirements

1. PURPOSE

The purpose of this request is to provide services for a hosted Call Centre service for the Gender Based Violence Command Centre of the Department of Social Development.

2. PROJECT NAME

Gender Based Violence Command Centre.

3. INTRODUCTION

The Gender Based Violence (GBV) Command Centre was conceptualised, developed and implemented as an initiative of the Department of Social Development. The GBV Command Centre provides immediate care and counselling and offers help, hope and the chance of a better life to the many thousands of victims of gender-based abuse, even in the remotest and most underdeveloped corners of South Africa. The Command Centre has been in operation since November 2013. Amongst its achievements, it served as a trauma counselling Hotline during the period of mourning for the late former President Nelson R Mandela, to victims of the building collapse which occurred at the Synagogue Church of All Nations in Nigeria, and to the Matric Class of 2014, 2015, 2016, 2017, 2018 and 2019.

The GBV Command Centre is a comprehensive, integrated system that provides immediate, consistent, coordinated and timely support to victims of GBV. Its services are linked to the services of the SAPS and the Department of Health. The Command Centre will extend its partnership to include other Departments in the JCPS cluster, including the Departments of Justice, Women and the National Prosecuting Service.

The GBV Command Centre uses mobile technology to estimate the location of a victim, assign the closest social worker in the field to the case, record and receive continuous feedback on the case. The GBV Command Centre employs trained social workers/social service professionals who provide immediate counselling to victims and help them to avoid or minimise further exposure to GBV.

The GBV Command Centre utilizes three high-level components:

- Inbound and outbound call management
- Incident logging and management on the GBV Command Centre Information System
- Mobile workforce management (the field social workers make use of the GBV Mobile Information System). The GBV Mobile Information System works in conjunction with the GBV Command Centre Information System.

When a victim calls the GBV Command Centre from a mobile phone, the caller (with explicit permission) is geographically located, enabling the GBV Command Centre to determine the caller's closest resources (social worker, police station, hospital, safe house). The GBV Command Centre records the particulars and assigns the closest field social worker to the case.. This innovative model of social-service delivery offers enormous advantages:

- broadening the base of service delivery to the remotest and most underdeveloped regions of the country
- immediate telephonic counselling
- expediting assistance to victims
- reducing paperwork: the information captured by all the parties displays directly on the GBV Command Centre software and reports.
- Availing real-time functionality to the Department of Social Development, including strategic reporting on trends in specific locations or types of violence, and the demand for social workers in a specific location.

The types of incidents, include the following: Abandoned children, indecent assault, physical violence, rape, verbal abuse stalking, economic abuse, emotional abuse, sexual harassment, forced marriages, forced prostitution, forced abortion, human trafficking, exploitation of domestic workers, bride kidnapping, violence against foreign nationals, grade 12 related queries, intimidation and assault, substance abuse, child neglect, abuse of elderly citizens, family disputes, protection order enquiries, bullying, child custody, Incest etc.



The GBV Command Centre toll-free number is 0800 428 428. Alternatively, USSD (Please Call Me) *120* 7867#

- a) An SMS functionality has also been added (SMS 'Help' to 31531) for those who are unable to communicate in sign language or who are more comfortable using text to communicate.
- b) A GBV Website has been developed (www.gbv.org.za) for those who wish to contact the centre through the GBV website.
- c) A video calling functionality needs to be added, after Skype became redundant. The capability must allow video calling direct to the Command Centre. Through this facility, deaf clients will be able to communicate and lodge cases of Gender Based Violence making use of sign language.
- d) Further enhancements that will assist persons with different types of disabilities other than hearing impairment will be rolled gradually to ensure that all other disabilities are covered by the Command Centre.

4. BACKGROUND

The GBV Command Centre (the GBVCC) is a Call Centre service that operates 24 hours a day, 7 days week. It is operated by 48 social work agents who provide telephonic trauma counselling and refer cases of gender based violence for further response by a field social worker. They are supported by 4 Technical Shift Supervisors, 4 Quality Assurers, 1 Quality Manager, 1 Training and improvement practitioner, 2 IT support, 1 Command Centre Manager, 7 Social Work Supervisors and 1 Administrative support. It is a Toll- Free hosted

TORs - GBV Command Centre Integrated Hosted Service | September 2026

service.

The hosted services must comprise of the following:

- a) A hosted Call Centre service with inbound-and-outbound call functionality
- b) A location Based and/or Geographic Positioning System (GPS) functionality to ensure that all victims of gender based violence can be located to ensure that they are assisted. This function must be compliant with the Protection Of Personal Information Act (POPIA). It must also be fully functional across all of the telephone and cell-phone service providers.
- c) Integration into the Integrated Justice Cluster systems and applications, and

These hosted services must be provided at the current site of the Command Centre at its current location in Salvokop, Pretoria. This means the successful service provider must be able to install the required back-end support systems onsite and on the Cloud to ensure that the service is physically provided from its current location. The Department has an existing lease with the Department of Public Works and will therefore take care of the costs of accommodation.

The hosted service must provide for 70 inbound/outbound call lines, preferably on a VOIP platform. It must provide for the following:

- a full hosted service, including IVR capability
- Call recording, call transfer in between available agents
- Quality Assurance recording and intervention platforms
- a comprehensive CRM back-end solution
- Cloud based data storage, with in-house servers situated at Salvokop
- Onsite support to the Call Centre. The GBVCC is a 24 hour service so onsite support must provide for this.
- The Hosted service must also provide a fully equipped and functional Disaster Recovery and Business Continuity support to mitigate against planned and unplanned downtime.
- The facility has LAN provided. however, the network design must also provide for dual-failover consisting of Fibre and Microwave link or radio.

The proposed project must be for a minimum period of 36 Months from the date of

implementation.

5. OBJECTIVES

- To provide a fully operational, turn-key and managed 24/7/365 GBV Command Centre service.
- To implement an integrated omni-channel platform that enables service users to access the Centre through voice and digital channels.
- To strengthen case, interaction, referral and follow-up management through an integrated CRM solution.
- To provide real-time operational visibility, reliable statutory and management reporting, and business intelligence capabilities.
- To enhance quality assurance, service-user feedback, workforce monitoring and continuous service improvement.
- To ensure secure, POPIA-compliant hosting, high availability, disaster recovery and business continuity.
- To integrate the Gender Based Violence Command Centre with the Integrated Justice Cluster and the Department of Social Development
- To transfer knowledge and ensure sustainable operation and handover to DSD at the end of the contract.

6. SCOPE OF WORK

- a) To deliver, on a turn-key basis, a fully functional, hosted Call Centre service with its operations integrated in GBV functions across the country, i.e. VEPMIS and Provincial GBV Call Centres. The hosted services must be delivered, **on-premises** at the Command Centre's current accommodation in Salvokop, Pretoria and demonstrate the integrated view of hotspots on gender-based related matters in the country.
- b) To develop software and hardware systems purposely designed for the purposes of the Gender Based Violence Command Centre. At the end of the contract, these systems will be handed over to the Department as part of the contract in-house GBVCC operations nationally. The service providers will hand over after just 36 months.

The software provided must be able to provide daily, weekly, monthly, Quarterly, Mid-year and annual reports.

The Dashboard report must amongst others contain the following Metrics:

1. Total number of calls received, per hour, per day, per week, etc.
2. Analysis of peak and low call volumes.
3. Call types, disaggregated according to the means the clients use to contact the GBVCC. This will include calls, SMS, web, audio-visual means of call receipt as per the requirements of these Terms of Reference.
4. Disaggregation by case types of GBVF. The Department will provide the case types.
5. Cases for GBVF are received and captured on a comprehensive narrative format. They must be capable of being exported to MS Word, Excel and PowerPoint to facilitate the different reporting formats for the GBVCC.
6. Call duration, incoming and outgoing; and
7. Agent Call-take analysis, on a daily, weekly, monthly, Mid-year and annual basis.

c) To integrate the systems of the GBVCC with the systems of the Integrated Justice Cluster and the Department of Social Development (National Integrated Social Protection Information System), Provincial Departments and Social Relief Programmes. This integration must be done on a Microsoft SQL platform.

d) To integrate further with the emergency call centre systems, including the South African Police Service and the Emergency Management Services, both of whom are critical stakeholders to the service.

e) To provide a Fibre and/or Microwave link to the Salvokop facility of the GBVCC to enable in and outbound call receipt and call making capabilities.

f) Provide for Dual-fail over capability consisting of Fibre and Microwave or Radio link.

g) Provide for fully functional Contact Centre Software which includes but is not limited to 70 in/outbound call lines with call holding and referral ability catering to a 30 second call-waiting Service Standard, softphones, conference calling, IVR functionalities and a Quality Assurance Module. 70 Licenses must be allocated for the available call-lines.

h) The CRM must be able to seamlessly integrate with SMS (WhatsApp, Telegram), video calling (Skype, Zoom, MS Teams), web and GIS services.

i) The CRM must provide a comprehensive biographical and report writing platform to enable the social work agents to capture the biographical and case details of the clients. Furthermore, the report writing capability must be linked or have the capability of exporting reports to MS Office or equivalent platforms (Word, Excel and PowerPoint).

j) Provide 24/7/365 onsite support to the GBVCC through the provision of the following human resources:

- Call Centre Manager × 1
- IT Manager × 1
- IT Support × 1
- Quality Manager × 1
- Quality Assurers × 2
- Technical Shift Supervisors × 4
- Training Coordinator × 1
- Administrative Officer × 1

- k) Provide for stable Wi-Fi across all buildings at the Salvokop facility.
- l) All software systems provided should cater for enough licensing to ensure a fully operational Centre including spare licensing.
- m) The Hosted service must also provide fully equipped and functional Disaster Recovery and Business Continuity support to mitigate against planned and unplanned downtime.
- n) Provision of the following tools of trade to ensure effective operations at the GBV CC:
 - Laptops × 50
 - Headsets × 100
 - Mice × 100
 - Laptop locks × 50
 - Hard drives × 2 (1 TB)

The successful service provider must provide a Project Manager or project management team to ensure that the requirements of this Terms of Reference are successfully met.

6.1 High-Level Functional Requirements

No.	Functional Area	High-Level Requirement
1	Inbound call management	Provide a dedicated toll-free inbound service operating 24/7, with concurrent call handling, automatic call distribution, configurable queues, waiting announcements, hold music, skill/language-based routing, overflow/failover and real-time agent availability checks.
2	Outbound call management	Support authorised manual and click-to-dial calls, warm/cold transfers, conference calls, scheduled callbacks, outbound campaigns, disposition codes, escalation workflows, caller identification management and complete outbound history.
3	IVR and call routing	Provide configurable welcome, queue, unavailable and alternative-channel messages; support operational availability checks, queue prioritisation and rules-based routing.

4	Agent desktop and softphone	Provide secure softphone functionality with inbound, outbound and missed-call history, pop-up notifications, call controls, click-to-dial and integration with CRM resources and digital-channel requests.
5	Supervisor capabilities	Provide real-time agent and queue visibility, silent monitoring, coaching/whisper, barge-in, forced login/logout, threshold alerts, recording access, productivity metrics and omni-channel oversight.
6	Omni-channel service	Support and integrate voice, SMS, USSD, email, WhatsApp, web-based interactions, webchat and video chat, with a unified interaction history and the ability to add future channels.
7	CRM and case management	Provide centralised case and interaction management for Emergency, Non-Emergency, Request for Information, GBV, Non-GBV and Cancelled/Prank interactions, including assignment, escalation, closure, notes, attachments, ticket numbers, follow-ups and reminders.
8	Service-user and intake management	Capture service-user, victim, demographic, contact and incident information, while supporting anonymous service use, automatic population of contact details and structured intake workflows.
9	Referral management	Support referrals to SAPS, DSD, healthcare facilities, shelters, civil society organisations and other relevant entities, with tracking, notes, statuses, turnaround times, outcomes and referral reports.
10	Location and GIS services	Capture and validate victim and incident locations, including informal/rural locations; provide maps, GPS coordinates, location-based services where legally permissible, hotspot analysis and geographic reporting.
11	Dashboards and reporting	Provide real-time and historical dashboards and reports for calls, channels, queues, service levels, abandonment, handling times, agent status, productivity, cases, referrals, geography, groups, social workers and quality indicators.
12	Workforce management	Provide login/logout, pause, stop, talk-time and shift reporting; real-time supervisor access; threshold alerts; and

workforce management information for operational planning.

13 Quality assurance

Provide an integrated QA module with configurable digital scorecards, multi-channel assessments, recording/ticket linkage, live and recorded monitoring, feedback workflows, trend analysis, survey management, complaints tracking and audit reporting.

14 Data, audit and records

Retain data, recordings, tickets, interactions, quality records and audit trails for the required contractual and legislative periods, with secure authorised access and export/replication capabilities.

15 Security and access control

Provide role-based access, two-factor authentication, single sign-on where applicable, encryption in transit and at rest, full audit logging, secure remote access and compliance with DSD ICT standards and POPIA.

16 Hosting, availability and DR

Provide high-availability hosting, monitoring and alerts, automated backups, disaster recovery, business continuity, periodic DR testing and availability of systems, data, reports and recordings at the DR environment.

17 Integration

Integrate telephony, CRM, SMS, USSD, email, WhatsApp, video, reporting/BI, GIS and other approved DSD or government systems through secure APIs and agreed integration standards.

18 Future capability and innovation

Support scalability, automation, configurable workflows, AI-assisted analytics and quality functions, AI-enabled contact centre technologies, and future technology or channel enhancements subject to DSD approval.

7. DELIVERABLES

- a) A 30 seat hosted Call Centre service with inbound-and-outbound call functionality, incrementally scalable to 70 seats when required.
- b) A Location Based and/or Geographic Positioning System (GPS) functionality, to ensure that all victims of gender-based violence can be located to ensure that they are assisted.

This function must be compliant with the Protection of Personal Information Act (POPIA). It must also be fully functional across all of the telephone and cell-phone service providers.

- c) To be integrated into the Integrated Justice Cluster systems and VEPMIS in organisations (NGO's) running shelters for abused women nationally. This includes GBVF systems also used by Provincial Departments of Social Development.
- d) To provide integrated mobile application with features that will enable social workers to provide adequate support and interventions to victims of gender-based violence referred by the GBVCC.
- e) To provide a Fibre and/or Microwave link to enable inbound call taking and outbound call making capability for the GBVCC.
- f) To provide for all of the items provided for in para 6(a)-(n) read with 6.1.
- g) The Hosted service must also provide a fully equipped and functional Disaster Recovery and Business Continuity support to mitigate against planned and unplanned downtime.
- h) The service provider must submit in its proposal a methodology and Project Plan of how it is going to achieve each of the above objectives.

8. SPECIAL CONDITIONS

- a) The Intellectual Property developed during the term of the contract will be transferred to the Department of Social Development.
- b) The service provider must provide to the Department of Social Development technical support staff as per sub-paragraph 6(j) of the Terms of Reference.
- c) The service provider must provide tools of trade to the Department of Social Development as per sub-paragraph 6(n) of the Terms of Reference.

The service provider will provide, maintain and replace the tools of trade, except where officials of the Department are found to be liable for any losses incurred as per the applicable Loss Control provisions of the Department.

9. GENERAL CONDITIONS

- a) The contract must comply with the general conditions of contract as prescribed by National Treasury in all instances.

10. TIME FRAMES

- a) The duration of the project is 36 months.
- b) A detailed project plan, with deliverables and corresponding dates, will be agreed upon as part of the contract.
- c) The project budget and payment schedule will be agreed upon during the finalization of the contract between the Department of Social Development and the successful service provider.

11. SKILLS, KNOWLEDGE AND EXPERIENCE REQUIRED

The consultant will comprise a team, managed by a single lead consultant company who will enter into a contract with the Department of Social Development. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these Terms of Reference. Each individual on the team must be personally available to do work as and when required. The lead consultant will be held accountable, in terms of the contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

The service provider must demonstrate the following skills and qualifications:

- a) Proven experience in the development and operation of hosted Call Centres.
- b) Experience and knowledge in Call Centre systems development and deployment.
- c) Experience in developing systems for the Public Sector.
- d) Proven capability in Data Science.

These attributes may be combined in various individual members of the team. It is essential that the team is able to demonstrate—with actual record and at least three (3) written references—its members' skills and experience as required.

The bidder must also provide the following:

- a) A response to the terms of reference;
- b) A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project);
- c) Profile of the organisation and description of similar work undertaken;
- d) Capacity Development Plan
- e) Numbers, names and CV's of workers/ consultants assigned to the project, including their roles and responsibilities, experience on the issues relating to DSD sector;
- f) Letter of authority to sign documents on behalf of the organisation; and
- g) One hard copy of the technical proposal and a CD with soft copy of the technical proposal in PDF format.

12. BID PROPOSAL AND VALIDITY OF THE TENDER

- a) The comprehensive proposal submission should include:
- b) A detailed plan reflecting project time frames, costing and outputs.
- c) Profile of company including a description of similar work undertaken.
- d) Number, names and resumes (abbreviated CVs) of the person assigned in the project.
- e) A summary of the roles, responsibilities and time spent by each person.
- f) The cost structure should be inclusive and as detailed as possible.
- g) The service provider is expected to enter into contract with DSD based on the proposal.
- h) A work plan indicating time frames should be provided with proposal.
- i) Progress will be monitored monthly based on the work plan and time frames provided by the service approved by the DSD.
- j) The tender will be valid for a period of 90 days after the closing date.

13. PROPRIETARY RIGHT

- a) The DSD shall become the owner of the Intellectual Property, information, documents, advice and reports collected and compiled by the service provider to be appointed.
- b) The copyrights of all documents and reports compiled by the service provider will vest in the DSD and may not be produced, distributed or made available without the consent and approval of the DSD.
- c) All Intellectual Property, copyright, information, documents and reports must be regarded as confidential until made public by the DSD.

14. EVALUATION CRITERIA

- a) The evaluation of the bids will be conducted in two stages:
 - i. Firstly, the proposals will be evaluated on functionality. An evaluation panel will allocate points (scale 0-5) in respect of functionality according to the criteria set-up in paragraph 13(f). Proposals scoring less than 70 points in respect of functionality will be disqualified and not be evaluated further.
 - ii. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points system as contemplated in the **Preference Procurement Regulations 2022 issued in terms of Preferential Procurement Policy Framework Act (Act 5 of 2000)**.
- b) The 80 points will be used to calculate points for price only and 20 points will be used to calculate points for specific goals status levels of contribution (SBD 6.1). Prospective service providers are required to complete SBD 6.1.
- c) The points in respect of price will be calculated on the ceiling price for the project (inclusive of the professional fees, travel and subsistence cost, as well as VAT).
- d) PLEASE NOTE: SBD 6.1 must be completed for claiming above-mentioned points, if not completed the bidder will automatically score 0 points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by	Number of points claimed (80/20 system) (To be completed by the tenderer)
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	the organ of state)	
The company owned/ director/s / shareholders by people who are women: 100%company owned by people who are women=10points >51% and <100% company owned by people who are women=7 points >0% and <51% company owned by people who are women =5points 0%company owned by people who are women=0points	10	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust
The company owned/ director/s / shareholders by people who are Youth: 100%company owned by people who are Youth=5 points >51% and <100% company owned by people who are Youth=3 points >0% and <51% company owned by people who are Youth =2 points 0%company owned by people who are Youth =0points	5	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust • ID Copy
The company owned/ director/s / shareholders by people who are disabled: 100%company owned by people who are disabled=5 points >51% and <100% company owned by people who are disabled=3 points >0% and <51% company owned by people who are disabled =2 points	5	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust • Doctors' confirmation

0%company owned by people who are disabled=0 points		
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- e) Technical proposals will be evaluated on a scale of 0-5 in accordance with criteria below.
- f) All bids/quotes will be scored as follows against the functional criteria indicated below.
- The rating will be as follows:

0 = Very Poor
 1 = Poor
 2 = Average
 3 = Good
 4 = Very Good
 5 = Excellent

EVALUATION MATRIX

No.	ELEMENT/CRITERIA	0	1	2	3	4	5	Weight	Total
1.	Demonstrates extensive knowledge and experience in establishing, operating, hosting and maintaining Call/Contact Centres. References specifically referencing that a project has been completed successfully must be attached. 0= No evidence that bidder has undertaken similar projects. 1= Bidder has successfully undertaken 1 or 2 similar projects. 2= Bidder has successfully undertaken 3 projects. 3= Bidder has successfully undertaken 4 similar projects. 4= Bidder has successfully undertaken 5. 5= Bidder has successfully undertaken 6 or more projects.							30	
2.	Bidder's profile reflects an in-depth understanding, knowledge and experience of the social development sector's core mandate, policies and programmes as informed by its key priorities outlined in the Terms of Reference. These priorities can be demonstrated through previous work done by the service provider. For							10	

	ease of reference, the service provider must highlight where they are demonstrated. 0= Profile does not demonstrate any of the required qualities. 1= Profile demonstrates 1 or 2 of the required qualities. 2= Profile demonstrates 3 or 4 of the required qualities. 3= Profile demonstrates 4 or 5 of the required qualities. 4= Profile demonstrates all of the required qualities but offers minimal explanation. 5= Profile demonstrates of the required qualities and explains them extensively								
3.	Proposed methodology and approach is responsive to the requirements of the Terms Of Reference 0= Proposal did not meet methodology requirements set out in the TOR 1= Proposal partially addresses methodology requirements set out in the TOR 2= Proposal meets minimum methodology requirements set out in the TOR 3= Proposal exceeds minimum methodology requirements set out in the TOR 4= Proposal exceeds minimum methodology requirements set out in the TOR and 5= Proposal exceeds proposed methodology and suggests value-add items such as interesting approach for undertaking the project							30	
4.	Skills, knowledge and experience (as specified in ToRs) 0= Team does not meet any skills, knowledge and experience requirements in the Hosted Call Centre and IT sector providing services to the Public sector. 1= Team has proven experience in the development and operation of hosted Call Centres. 2= In addition to para.2 above, the team has experience and knowledge in Call Centre systems development and deployment 3= In addition to para 2 and 3 above, the team has experience in developing systems for the Public Sector 4= In addition to Para 1, 2 and 3 above, the team has proven capability in data Science.							20	

	5= In addition to Para 1, 2, 3 and 4 above, the team can demonstrate where it has deployed its data science capabilities									
5.	A skills transfer plan that demonstrates how officials from national GBVCC, VEP MIS and Provincial GBV operations will be managed and implemented for the Command Centre. 0= No Skills transfer plan has been submitted 1= Skills transfer plan has been submitted but lack detail. 2= A skills transfer has been submitted demonstrating how at least two officials from national DSD and relevant DSD officials and Command Centre can be trained. 2= Proposed skills transfer plan partially demonstrates how at least three officials from national DSD and relevant DSD officials and Command Centre can be trained. 3=Proposed skills transfer plan demonstrates how at least four officials from national DSD and relevant DSD officials and Command Centre can be trained. 4= Proposed skills transfer plan demonstrate how at least five or more officials from national DSD and relevant DSD officials and Command Centre can be trained. 5= Proposed skills transfer plan demonstrate how at least six or more officials from national DSD national GBVCC, VEP MIS and Provincial GBV operations and the proposal add some innovation on how the skills transfer plan will be implemented.							10		
	TOTAL								100	

Minimum requirement: Service providers should be required to meet the minimum scores for each element as well as the overall minimum score (70 points), based on the average of scores awarded by the evaluation panel members. Proposals should clearly address the project description and the functional evaluation criteria mentioned above.

15. GENERAL CONDITIONS OF CONTRACT

This bid will be adhered to Government procurement general conditions of contract.

16. FACILITIES TO BE PROVIDED BY THE DSD

During the project the DSD officials will make themselves available for clarity, reporting processes, discussions and meetings. The service provider will also have access to required documents and other records available within the Department that may assist in executing the project.

17. REPORTING ARRANGEMENT

- a) All deliverables should be submitted to the DSD. Any deliverable submitted and not accepted must be reworked and resubmitted at no additional cost.
- b) The service provider will provide a single overall project manager.
- c) A comprehensive monthly operations report highlighting Call Centre and Information systems efficacy, including but not limited to systems up/downtime, in/outbound call rates per hour, call duration, drop calls, IVR referrals, etc and will be submitted by the service provider.
- a) The service provider must also submit monthly statistics to the DSD.

18. TARIFFS AND PAYMENT

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

19. SUBMISSIONS

- a) Prospective bidders must submit their bids proposals in **two envelopes**:
- b) **One envelope** with the **technical proposal** outlining in detail a realistic work-break schedule indicating different milestones to be achieved, and response to the terms of reference and evaluation criteria including other supportive documents, completed bid forms, tax pin certificate issued by SARS and legal entity registration certificate.
- c) One **other envelope** with the **financial proposal** (pricing schedule (SDB 3.3) with all cost related items, cost breakdown).
- d) The entire proposal should be placed in a memory stick in a PDF format.
- e) The following information must be endorsed on each envelope:
 - i. Bid number:
 - ii. Closing date:
 - iii. Name of the Bidder:
 - iv. Technical Proposal or financial Proposal
- f) **The closing date for the submission of bid is on**
- g) Failure to comply with these conditions will result in a bid being disqualified.
- h) The Bids should be:

Deposited in the Tender Box,
Foyer of the HSRC Building
134 Pretorius Street
Pretoria
- i) Bids received after closing date and time will be regarded as late and will not be evaluated
- j) Bidders should note that there are two tender boxes at the HSRC building. The tender must be submitted at the correct tender box marked **Department of Social Development**.

20. BRIEFING SESSION

No briefing session.

21. SIGNING OF CONTRACT

It will be expected of the successful service provider to sign a formal contract with the Department of Social Development.

22. CONTACT PERSONS:

SCM related enquiries may be directed to:

Directorate: Supply Chain Management

Mr Z Mantantana

Tel No: 012 312 7463

Email: ZolisaM@dsd.gov.za

Technical related enquiries may be directed to:

Directorate: Entity and Oversight Management

Mr B Futshane & Mr S Malope

Tel No: 012 312 7982/ 012 312 7410

Email: BathembuF@dsd.gov.za / SbusisoM@dsd.gov.za

NB: Please include ALL officials on any enquiry

PRICING SCHEDULE
(Professional Services)

BID NO: SD02/2026	CLOSING TIME 11:00 ON 16 October 2026
NAME OF SERVICE PROVIDER:	

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VAVULE ADDED TAX</u>
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THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A HOSTED CALL CENTRE SERVICE AT SALVOKOP, PRETORIA CENTRAL, FOR THE GENDER BASED VIOLENCE COMMAND CENTRE OF THE DEPARTMENT OF SOCIAL DEVELOPMENT.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

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

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

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

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

TOTAL: R.....

Bid No.:

Name of Bidder:

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

Mr Zolisa Mantantana
Email: ZolisaM@dsd.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

- 2.3.1 If so, furnish particulars:

.....

- 2.4 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**

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.

- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

..... Signature	 Date
..... Designation	 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

a)

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)
The company owned/ director/s / shareholders by people who are women: 100%company owned by people who are women=10points >51% and <100% company owned by people who are women=7 points >0% and <51% company owned by people who are women =5points 0%company owned by people who are women=0points	10	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust
The company owned/ director/s / shareholders by people who are Youth: 100%company owned by people who are Youth=5 points >51% and <100% company owned by people who are Youth=3 points >0% and <51% company owned by people who are Youth =2 points 0%company owned by people who are Youth =0points	5	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust • ID Copy

The company owned/ director/s / shareholders by people who are disabled: 100%company owned by people who are disabled=5 points >51% and <100% company owned by people who are disabled=3 points >0% and <51% company owned by people who are disabled =2 points 0%company owned by people who are disabled=0 points	5	Proof of claim as declared on SBD6.1 verifying the tenderer's status The following must be submitted as proof of claim as declared on SBD6.1 for the specific goals: • Company Registration Certification as issued by the Companies and intellectual property commission (CIPC) • Sworn affidavit or valid B-BBEE Certificate or Consolidated B-BBEE Certificate for Consortium, Joint Venture, or Trust • Doctors' confirmation

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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