



To all Bidders

ERRATUM: RFB 004-2026/2027 APPOINTMENT OF PANEL OF RESEARCH AND AD HOC PROJECTS SERVICE PROVIDERS FOR A PERIOD OF FIVE (5) YEARS FOR THE GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)

1. Kindly note that paragraph 7.5.1(ii) have been revised as there was an error in terms of the wording in paragraph 7.5.1(ii).

In the initial specifications it read as follows: 7.5.1(ii) Valid B-BBEE Certificate or Sworn affidavit to proof youth ownership.

It has been revised to the following: Valid B-BBEE Certificate or Sworn affidavit to proof woman ownership.

2. It should also be noted that paragraph 7.5.3 has been revised as the allocated percentage for the specific goal is incorrect.

In the initial specifications it read as follows: 7.5.3 Promotion of enterprises that are 40% or more owned by persons living with disabilities.

It has been revised to the following: Promotion of enterprises that are 20% or more owned by persons living with disabilities.

In the initial specifications it read as follows: 7.5.3 (ii) Valid B-BBEE Certificate or Sworn affidavit to proof youth ownership

It has been revised to the following: 7.5.3 (ii) Valid B-BBEE Certificate or Sworn affidavit to proof disabilities.

3. Paragraph 4 of table under paragraph 11.5 has been revised.

In the initial specifications it read as follows: 7.5.3 Promotion of enterprises that are 40% or more owned by persons living with disabilities.

It has been revised to the following: Promotion of enterprises that are 20% or more owned by persons living with disability/ies.

4. Table 2 on page 22 has been revised.

In the initial specifications it read as follows: The functional evaluation criteria is detailed in section 9.3

It has been revised to the following: The functional evaluation criteria is detailed in section 10.3

5. There has been an inclusion in paragraph 13 of the specification.

In the initial specifications it read as follows: The closing date for bid submission is 6 July 2026 at 11:00 am. Bidders must submit their proposal in the 'Tender Box' at GCIS reception, marked RFB 004-2026/2027 with all Standard Bidding Documents (SBD) properly filled and signed, marked for the attention of Dr Ntombifuthi Nala to the following physical address:

It has been revised to the following: The closing date for bid submission is 10 July 2026 at 11:00 am. Bidders must submit their proposal in the 'Tender Box' at GCIS reception, marked RFB 004-2026/2027 with all Standard Bidding Documents (SBD) properly filled and signed, marked for the attention of Dr Ntombifuthi Nala to the following physical address:

NB: NO LATE OR EMAILED SUBMISSIONS WILL BE ACCEPTED

PLEASE NOTE THAT CLOSING DATE HAVE BEEN EXTENDED TO 10 JULY 2026 AND PLEASE USE UPDATED SBD FORMS AND SPECIFICATIONS WITH NEW CLOSING DATE AT 11:00.



Margery Mouton

Acting Director: Supply Chain Management

Date:



government communications

Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

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BID SPECIFICATIONS

ERRATUM: APPOINTMENT OF PANEL OF RESEARCH AND AD HOC PROJECTS SERVICE PROVIDERS FOR A PERIOD OF FIVE (5) YEARS FOR THE GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS) RFB:004-2026/2027

1. PURPOSE

- 1.1. The GCIS Research Services directorate seeks to appoint service providers as part of a panel of research and ad hoc projects service providers that will provide research services to GCIS, its entities, and its client departments over a period of five years.
- 1.2. The purpose of establishing the panel of service providers is to ensure access to a pool of competent research experts with diverse methodological expertise capable of undertaking high-quality research assignments within specified timelines/ as and when required by GCIS and its partners.

2. BACKGROUND

- 2.1. The Cabinet approved 2025 – 2030 National Communication Strategy Framework outlines a clear roadmap for effective and coordinated communication by government communicators over the next five years.
- 2.2. As the government strives to communicate effectively and in a coordinated manner, GCIS, as the custodian of the government communication system, is expected to provide leadership and strategic coordination across the government communication system by capacitating government communicators across all spheres of government.
- 2.3. To deliver on the above mandate, the GCIS needs to be at the forefront of analysis and understanding of the communication environment and ensure that communication strategies and plans remain responsive to the needs of citizens. In addition, the GCIS is also expected to encourage a targeted approach to government communication.



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- 2.4. The department conducts and manages research studies to have a better understanding of the communication environment. This enables it to manage the government's reputation and provide insights that help the government work closely with all communities to improve their lives, especially previously disadvantaged communities.
- 2.5. Based on the above, as well as rapid changes in the communication environment, it is in the interest of GCIS to have an existing panel of research service providers for a quick turnaround time on topical issues that affect different segments of the population.
- 2.6. The panel of research service providers will enable and strengthen GCIS's ability to conduct research, also on behalf of GCIS entities and other government departments.
- 2.7. With the rapidly changing communication environment, it is anticipated that the panel will conduct research studies amongst others, to assess the perceptions of government 'audience' segments (Annexure A: Government Segmentation Model (GSM) brochure / <https://www.gcis.gov.za/sites/default/files/Government%20Segmentation%20Booklet%20GSM%202024%20.pdf>) towards government programmes, policies, products, services and campaigns.
- 2.8. It is against this background that GCIS invites suitably qualified and experienced service providers to submit proposals for appointment to a panel of research service providers for a period of five (5) years.
- 2.9. The panel will provide ad hoc research services in the field of government communication and related disciplines as required.
- 2.10. The successful service providers will enter into a formal Service Level Agreement (SLA) with the GCIS, renewable annually based on performance.

3. OBJECTIVES OF A PANEL OF RESEARCH SERVICE PROVIDERS

- 3.1. The aim of establishing the research service provider panel is to: **Ensure sustained access to competent, reliable, and methodologically diverse research capacity** to support evidence-based decision-making, communication planning, and, where necessary, influence policy development.
- 3.2. **Improve responsiveness, research quality, and continuity**, while offering flexibility to commission specialised research services on a needs basis in line with institutional and public communication needs.
- 3.3. **Provide timely access to credible research evidence** to support informed decision-making through the delivery of reliable quantitative and qualitative research across communication, public sentiment, and policy domains.
- 3.4. **Enable flexible commissioning of research services** to ensure access to pre-qualified service providers capable of delivering rapid fieldwork-only , or full research services as required.
- 3.5. **Measure and interpret public sentiment and opinion** through systematic measuring and analysing public perceptions, attitudes, experiences, and trust

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related to public services, programmes, policies and government communication.

- 3.6. **Support communication strategies** by assessing the effectiveness, clarity, reach, and resonance of communication messages, campaigns and channels, including digital and social media platforms, and provide evidence-based guidance to improve communication outcomes.
- 3.7. **Strengthen the use of research evidence in reputation and issue management** by providing timely insights to assist in identifying emerging reputational risks, misinformation, and public concerns, and support proactive communication responses.
- 3.8. **Strengthen policy research, analysis, and evaluation** to provide research inputs that inform policy development, review, implementation, and evaluation through evidence-based analysis.
- 3.9. **Facilitate rapid, high-quality online and digital research** using service providers with expertise in online research panels, social media analysis, and digital data collection for efficient and cost-effective research delivery.

4. SCOPE OF SERVICES

4.1. Introduction

- 4.1.1. The scope of services defines the range of research functions to be undertaken by appointed service providers in support of the Government Communication and Information System (GCIS) mandate to deliver coordinated, responsive, and evidence-based government communication.
- 4.1.2. In line with the need to strengthen understanding of the communication environment and inform strategic decision-making, the panel will provide access to a pool of competent and methodologically diverse research expertise.
- 4.1.3. Research assignments will be commissioned on an ad hoc basis, varying in scope, scale, and methodological approach in response to institutional and public communication needs.
- 4.1.4. Research assignments will include amongst others, Quantitative Research, Qualitative Research, communication audits, public perception surveys, media analysis, impact assessments, stakeholder mapping, policy analysis, social and behavioural studies, advocacy research, digital communication analysis, and monitoring and evaluation research.
- 4.1.5. Therefore, GCIS seeks to appoint a panel of service providers with expertise in different research methodologies to undertake ad-hoc research assignments over five years.

4.2. Service Categories

Prospective service providers **are not required to apply for all available service categories; however, they may apply for one or more categories aligned to their area of expertise.** Below is the list of services bidders may apply for:

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4.2.1. **End-to-End Quantitative Research Services**

Includes full-service delivery across the research value chain:

- 4.2.1.1 Survey design and implementation (e.g., online, CAPI, CATI, SMS, IVR)
- 4.2.1.2 Sampling design and execution
- 4.2.1.3 Data collection across diverse geographic and population segments
- 4.2.1.4 Data cleaning, weighting, and statistical analysis
- 4.2.1.5 Tabulation, cross-tabulations, and reporting outputs
- 4.2.1.6 Public opinion, perception, and tracking studies

4.2.2. **End-to-End Qualitative Research Services**

Includes qualitative research design and implementation:

- 4.2.2.1 Focus group discussions (in-person and/or virtual)
- 4.2.2.2 In-depth and stakeholder interviews
- 4.2.2.3 Community-based and ethnographic research
- 4.2.2.4 Thematic analysis and insights development
- 4.2.2.5 Transcription, coding, and interpretation
- 4.2.2.6 Presentation of qualitative findings

4.2.3. **Fieldwork-Only Services**

Includes data collection services using client-provided instruments:

- 4.2.3.1 Respondent selection or participant recruitment and fieldwork execution
- 4.2.3.2 Moderation of interviews and discussions
- 4.2.3.3 Fieldwork management and logistics
- 4.2.3.4 Quality control (e.g., supervision, back-checking, validation)
- 4.2.3.5 Coverage across geographic and GSM segments
- 4.2.3.6 Secure data handling and delivery of datasets and field reports

4.2.4. **Desktop Research Services**

Includes secondary and analytical research:

- 4.2.4.1 Literature reviews and environmental scans
- 4.2.4.2 Policy and legislative reviews
- 4.2.4.3 Secondary data analysis and benchmarking
- 4.2.4.4 Evidence synthesis and analytical report writing
- 4.2.4.5 Development of evidence-based recommendations
- 4.2.4.6 Development of executive summaries and briefing notes

4.2.5. **Online Research Panel Management**

Includes digital panel and rapid research capabilities:

- 4.2.5.1 Recruitment, profiling, and maintenance of online panels
- 4.2.5.2 Ensuring panel diversity, quality, and representativity

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- 4.2.5.3 Panel governance and compliance with ethical standards
- 4.2.5.4 Execution of rapid online surveys

4.3. Cross-Cutting Requirements (Applicable Across All Services)

All service providers must demonstrate:

- 4.3.1. Capacity to deliver services within agreed timelines and quality standards.
- 4.3.2. Adherence to ethical research standards, including confidentiality and data protection.
- 4.3.3. Quality assurance capabilities and quality control mechanisms across all stages of the research process.
- 4.3.4. Ability to work with the Government Segmentation Model (GSM), where applicable.
- 4.3.5. Capacity to provide outputs in prescribed formats (e.g., SPSS, Excel, transcripts, MS Word reports, PowerPoint presentations).

4.4. Important Panel Conditions

- 4.4.1. The panel of service providers will be appointed for a period of five (5) years subject to satisfactory performance and availability of budget.
- 4.4.2. Appointment to the panel does not guarantee allocation of work. Research assignments will be commissioned on an ad hoc basis, in line with institutional requirements, available budget, and panel utilisation approaches determined by GCIS.
- 4.4.3. Service providers on the panel will enter into a Service Level Agreement (SLA) with GCIS upon appointment and should note that all aspects of the project undertaken will be within the legal rights of GCIS. No service provider copyright material will be applicable. All outputs and materials developed for the allocated projects shall be owned by GCIS and may be used, reproduced, or adapted by GCIS without restriction.
- 4.4.4. The service provider may not replace or substitute any key personnel submitted as part of the bid without prior engagement and written approval of GCIS.

4.5. Important Instructions to Bidders

- 4.5.1. Although bidders are not required to bid for all categories, prospective bidders must clearly specify in their submission the service category(ies) for which they are bidding, aligned to their area of expertise.
- 4.5.2. **All bidders must complete Table 3 in paragraph 10.2 to indicate the service category(ies) they are bidding for.**
- 4.5.3. The GCIS will not be held liable for any expenses incurred by prospective bidders in the preparation and submission of their bid proposals.

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4.5.4. For each of the service category(ies) the service provider is bidding for, refer to the relevant service category section for detailed requirements for each.

Table 1: Service Category Sections

Service Category	Section
Category 1: End-to-End Quantitative Research Services	5.1
Category 2: End-to-End Qualitative Research Services	5.2
Category 3: Fieldwork-Only Services	5.3
Category 4: Desktop Research Services	5.4
Category 5: Online Research Panel Man	5.5

5. DETAILED SERVICE CATEGORY REQUIREMENTS

5.1. CATEGORY 1: END-TO-END QUANTITATIVE RESEARCH SERVICES

5.1.1. RESEARCH DESIGN

a) Methodology

Bidders must:

- Demonstrate the ability to use a variety of appropriate research designs in line with quantitative research.

b) Sampling

Bidders must:

- Demonstrate the ability to sample appropriately for quantitative research.
- The company should demonstrate the ability to sample according to the Government Segmentation Model (GSM - see link provided in paragraph 2.7) and clearly articulate the sampling or participant selection approach that would be used for each of the segments.
- In addition, bidders should explain how they propose to improve access for hard-to-reach segments of the population.
- Bidders should note that GCIS has in-house statisticians who will work with all successful bidders on a need-to basis. This will be communicated in project-specific briefs and/or when projects are allocated.

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c) Development of Research Instruments

Bidders must:

- Demonstrate proven expertise in the development of appropriate research instruments that are aligned with stated research objectives, target audiences, and methodological requirements relevant to quantitative research.
- Indicate capacity to translate research instruments into at least Afrikaans, isiZulu, Xitsonga, Tshivenda, and Setswana, and/or any other languages, including sign language.
- Indicate the use of third-party translating service providers upfront.

d) Language

Bidders must:

- Highlight the language capabilities of the company, including assurance of language proficiency(ies) of interviewers, moderators, recruiters and transcribers. Interviewers/moderators should be fluent in the languages spoken in different provinces/areas, as interviews should be conducted in the languages preferred by the respondents/participants.

e) Data Collection

Bidders must:

- Clearly outline the data collection approaches the company is capable of using (e.g. Computer-Aided Personal Interviews (CAPI), Computer-Aided Telephonic Interviews (CATI), Interactive Voice Response (IVR), online surveys, SMS + USSD).
- Demonstrate an understanding of the appropriate data collection methods for the selected population segments, including GSM segments, and justify the proposed approach.

f) Quality Assurance, Quality Control, and Data Management

Bidders must:

- Demonstrate robust data management and security protocols.
- Describe the quality assurance and quality control measures to be applied at all points of the research process to ensure data of good quality.
- Include data management protocols to ensure accuracy, reliability, confidentiality, and compliance with ethical research standards.

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g) Data Analysis

Bidders must:

- Briefly explain the data analysis approaches used by the company and indicate procedures used to ensure the integrity of the analysis.
- Show how the company uses other resources to enhance data analysis and interpretation. For quantitative analysis, GCIS uses the IBM SPSS statistical software – confirm whether the company can provide data in SPSS and in which other formats (e.g., STATA/CSV/MS Excel).
- Demonstrate use of infographics to enhance research findings.

5.1.2. PROJECT MANAGEMENT APPROACH AND PROJECT PLAN/TIMELINE

Bidders must:

- a) Provide a clear, coherent and integrated description of how quantitative research projects will be managed, demonstrating alignment with the relevant research approach and covering all phases of the quantitative research lifecycle.
 - Submit an example of a recent project plan (conducted within the past five (5) years), with client identities anonymised where necessary, demonstrating the full quantitative research process from initiation to final delivery.
 - Ensure the project plan clearly outlines all phases of the quantitative research process; timelines for each phase; and associated deliverables.
- b) Indicate capacity to undertake urgent ad-hoc research projects, including specifying realistic minimum turnaround timeframes for conducting quantitative research across all provinces.

5.1.3. PRICING AND COSTING OF ASSIGNMENTS

- a) Pricing for research assignments will be determined on a project-by-project basis, taking into consideration the scope of work, methodological requirements, sample size, timelines, and available budget.
- b) GCIS reserves the right to negotiate pricing with appointed service providers to ensure cost-effectiveness and value for money.

5.1.4. COMPANY EXPERIENCE AND TEAM COMPETENCY

Bidders must:

- a) Indicate the number of years that the company has been doing quantitative research.

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- b) Demonstrate **company experience** in conducting end-to-end quantitative research in one (1) or more of the following:
 - Measuring public awareness, attitudes, perceptions, and trust
 - Sentiment analysis related to communication, public programmes, services, and institutions
 - Reputation and brand perception research (public sector focus)
 - Audience segmentation for communication or marketing purposes
- c) Provide a list of **3 or more previous and/or current clients with contactable details** for whom quantitative research was conducted.
- d) **Provide separate profiles (CVs) with relevant skills and experience** of the core research team members (e.g., project managers, project leaders, field coordinators, data processors, analysts, interpreters and report writers) who will be used throughout the contract period. The individual profiles (CVs) must have **2 or more contactable referees**.
- e) Provide an example of a quantitative project completed in the past five years to demonstrate how the bidder strategically used findings or learnings to provide insights to the client's work.

5.2. CATEGORY 2: END-TO-END QUALITATIVE RESEARCH SERVICES

5.2.1. RESEARCH DESIGN

a) Methodology

For the bid submission, the bidder should demonstrate the ability to use a variety of appropriate research designs in line with qualitative research.

b) Participant Recruitment

Bidders must:

- Demonstrate the ability to recruit appropriately for qualitative research.
- Demonstrate the ability to recruit according to the Government Segmentation Model (GSM - see link provided in paragraph 2.7) and clearly articulate the participant selection approach that would be used for each of the segments.
- Explain how the company proposes to improve access for hard-to-reach segments of the population.

c) Development of Research Instruments

Bidders must:

- Demonstrate proven expertise in the development of appropriate research instruments that are aligned with stated research objectives,

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target audiences, and methodological requirements relevant to qualitative research.

- Indicate capacity to translate research instruments into at least Afrikaans, isiZulu, Xitsonga, Tshivenda, and Setswana, and/or any other languages, including sign language.
- If applicable, bidders must indicate the use of third-party translating service providers upfront.

d) Language

Bidders must:

- Highlight the language capabilities of the company, including assurance of language proficiency(ies) of interviewers, moderators, recruiters and transcribers. Interviewers/moderators should be fluent in the languages spoken in different provinces/areas, as data collection approaches (e.g. in-depth interviews/focus groups, and other qualitative methods) should be conducted in the languages preferred by the respondents/participants.

e) Data Collection

Bidders must:

- Clearly outline qualitative data collection approaches the company is capable of using (e.g., face-to-face focus groups, virtual discussions, in-depth interviews, ethnographic methods), including any other innovative qualitative approaches.
- Demonstrate an understanding of the appropriate data collection methods for the selected population segments (refer to GSM 2.7) and justify the proposed approach.
- Indicate whether stimulus materials, projective techniques, or other qualitative tools will be used, and explain how these will support the research objectives.
- Describe how data will be made available to GCIS (e.g., audio recordings, transcripts etc.).

f) Quality Assurance, Quality Control, and Data Management

Bidders must:

- Explain robust data management and security protocols.
- Describe the quality assurance and quality control measures to be applied at all points of the research process to ensure data of good quality.

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- Include data management protocols to ensure accuracy, reliability, confidentiality, and compliance with ethical research standards.
- Demonstrate capabilities to live-stream (video streaming) focus groups to allow GCIS to conduct off-site oversight and monitoring.

g) Data Analysis

Bidders must:

- Briefly explain the data analysis approaches used by the company in line with qualitative practices, including procedures used to ensure the integrity of the analysis.
- Show how the company uses other resources (e.g., specialist analysis software or AI tools) to enhance data analysis and interpretation.
- Demonstrate capacity to provide research reports in various formats (e.g., MS Word, PowerPoint)
- Indicate value-added practices, if any.

5.2.2. PROJECT MANAGEMENT APPROACH AND PROJECT PLAN / TIMELINE

Bidders must:

- a) Provide a clear, coherent and integrated description of how qualitative research projects will be managed, demonstrating alignment with the relevant research approach and covering all phases of the qualitative research lifecycle.
 - Submit an example of a recent project plan (conducted within the past five (5) years), with client identities anonymised where necessary, demonstrating the full qualitative research process from initiation to final delivery.
 - Ensure the project plan clearly outlines all phases of the qualitative research process, timelines for each phase, and associated deliverables.
- b) Indicate capacity to undertake urgent ad-hoc research projects, including specifying realistic minimum turnaround timeframes for conducting qualitative research across all provinces.

5.2.3. PRICING AND COSTING OF ASSIGNMENTS

- a) Pricing for research assignments will be determined on a project-by-project basis, taking into consideration the scope of work, methodological requirements, sample size, timelines, and available budget.
- b) GCIS reserves the right to negotiate pricing with appointed service providers to ensure cost-effectiveness and value for money.

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5.2.4. COMPANY EXPERIENCE AND TEAM COMPETENCY

Bidders must:

- a) Indicate the number of years the company has been doing qualitative research,
- b) Demonstrate company experience in conducting end-to-end qualitative research in one (1) or more of the following:
 - Assessing public awareness, attitudes, perceptions, and trust using qualitative methods.
 - Sentiment analysis related to government policies, public programmes, services, and institutions.
 - Communication effectiveness testing (campaigns, messages, platforms and products).
 - Reputation and brand perception research (public sector focus)
 - Audience segmentation for communication purposes.
 - Use of infographics to enhance research findings.
- c) **Provide a list of 3 or more previous** and/or current clients with contactable details for whom qualitative research was conducted.
- d) **Provide separate profiles (CVs)** with relevant skills and experience of the core research team members (e.g., project managers, project leaders, field coordinators, data processors, analysts, interpreters and report writers) who will be used throughout the contract period. The individual profiles (CVs) must have **2 or more contactable referees**.
- e) Provide an example of a qualitative project completed in the past two years to demonstrate how the bidder strategically used findings or learnings to provide insights to the client's work.

5.3. CATEGORY 3: FIELDWORK-ONLY SERVICES

Fieldwork-only services refer to the provision of data collection and field implementation functions using research instruments, methodologies, and project specifications provided by GCIS.

For the submission, bidders must demonstrate the ability to execute high-quality, reliable, and ethically compliant fieldwork across diverse geographic locations and population segments.

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5.3.1. FIELDWORK SERVICES

a) Respondent Selection/ Participant Recruitment

Bidders must:

- Demonstrate the ability to select/ recruit in line with screening criteria and/or sample in line with approved sampling frameworks.
- Describe screening procedures and strategies for accessing hard-to-reach populations.

b) Language

Bidders must:

- Highlight the language capabilities of the company, including assurance of language proficiency(ies) of interviewers, moderators, recruiters and transcribers. Interviewers and moderators should be fluent in the languages spoken in different provinces/areas, as data collection approaches (interviews/focus groups) should be conducted in the languages preferred by the respondents.
- Indicate the use of third-party translating service providers upfront, if applicable.

c) Data Collection

Bidders must:

- Clearly describe fieldwork execution processes and methodologies.
- Demonstrate which data collection modes for both quantitative and/or qualitative approach/es they can execute. It does not have to be all modes; however, clearly mention those applicable to the company.

d) Quality Assurance, Quality Control, and Data Management

Bidders must:

- Demonstrate robust data management and security protocols.
- Describe the quality assurance and quality control measures to be applied at all points of the quantitative and/or qualitative fieldwork process to ensure data of good quality.

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e) Deliverables

Bidders must:

- Indicate their ability to provide quantitative data in either SPSS format, MS Excel, CSV.
- Indicate their ability to provide qualitative data in MS Word transcripts and audio recordings.
- Provide an example of a fieldwork report detailing methodology implementation, coverage, and challenges encountered. Bidders must provide an example of quality control documentation (e.g., back-check reports, validation logs).

5.3.2. PROJECT MANAGEMENT APPROACH AND PROJECT PLAN/TIMELINE

Bidders must:

- a) Provide a clear and coherent description of how ad hoc fieldwork-only projects will be managed. Provide an example of a recent project plan, with client identities anonymised if necessary, demonstrating all phases of the research fieldwork lifecycle, including planning, scheduling, team coordination, and deployment across provinces and locations, deliverables and communication.
- b) Indicate capacity to undertake urgent ad-hoc field-only projects, including indicating realistic fastest turnaround timeframes for conducting fieldwork across all provinces.

5.3.3. PRICING AND COSTING OF ASSIGNMENTS

- a) Pricing for research assignments will be determined on a project-by-project basis, taking into consideration the scope of work, methodological requirements, sample size, timelines, and available budget.
- b) GCIS reserves the right to negotiate pricing with appointed service providers to ensure cost-effectiveness and value for money.

5.3.4. COMPANY EXPERIENCE AND TEAM COMPETENCY

Bidders must:

- a) Indicate the number of years the company has been conducting fieldwork for quantitative and/or qualitative research.
- b) **Provide a list of 3 or more** previous and/or current clients with contactable details for whom fieldwork-only services were provided.
- c) **Provide separate profiles (CVs)** with relevant skills and experience of the core fieldwork team members (e.g., project managers, project leaders,

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field coordinators/supervisors, data processors) who will be used throughout the contract period. The individual profiles (CVs) **must have 2 or more contactable referees**.

5.4. CATEGORY 4: DESKTOP RESEARCH SERVICES

Desktop Research Services refer to the provision of secondary research, evidence synthesis, and analytical services using existing data sources, literature, and policy documents.

Service providers in this category will be responsible for generating credible, evidence-based insights to support communication strategies, policy development, and decision-making within GCIS and its client departments.

5.4.1. SECONDARY RESEARCH APPROACH

a) Evidence Sourcing

Bidders must:

- Describe approach to identifying credible and relevant data sources.
- Demonstrate ability to source and evaluate secondary data (e.g., reports, datasets, academic literature).
- Explain the criteria for inclusion/exclusion of sources and ensure reliability and validity

b) Data Analysis and Synthesis

Bidders must:

- Describe methods for analysing and synthesising secondary data.
- Indicate tools/software used (e.g., Excel, NVivo, statistical or qualitative analysis tools where applicable).

c) Quality Assurance and Control

Bidders must:

- Demonstrate structured validation of sources and findings.
- Outline processes to ensure consistency and reliability of outputs.
- Highlight procedures to maintain documented methodologies and reference lists.
- Demonstrate ability to provide supporting evidence and source documentation upon request.

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d) Deliverables

Bidders must:

- Provide an example to demonstrate ability to deliver at least one of the following:
 - i. Desktop research reports and analytical outputs
 - ii. Literature reviews and environmental scan reports
 - iii. Policy briefs and evidence-based recommendations
 - iv. Executive summaries and briefing notes

5.4.2. PRICING AND COSTING OF ASSIGNMENTS

- a) Pricing for desktop research assignments will be determined on a project-by-project basis, considering the scope of work, timelines, and available budget.
- b) GCIS reserves the right to negotiate pricing with appointed service providers to ensure cost-effectiveness and value for money.

5.4.3. COMPANY EXPERIENCE AND TEAM COMPETENCY

Bidders must:

- a) Provide an example of desktop research/literature review or a similar assignment completed by the company in the past five (5) years.
- b) **Provide a list of 3 or more** previous and/or current clients with contactable details where desktop research/literature review assignments were conducted.
- c) **Provide separate profiles (CVs)** with relevant skills and experience of the core team members (e.g., researchers, analysts, policy specialists) who will be used throughout the contract period. **The individual profiles (CVs) must have 2 or more contactable referees.**

5.5. CATEGORY 5: ONLINE RESEARCH PANEL MANAGEMENT

Online Research Panel Management Services refers to the recruitment, profiling, maintenance, and utilisation of digital panels of respondents for conducting rapid, cost-effective, and targeted research.

Service providers in this category will support GCIS in accessing diverse and representative respondent groups for online surveys and digital research, aligned to communication and policy needs.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

5.5.1. PANEL MANAGEMENT APPROACH

a) Panel Composition and Representivity (GSM Alignment)

Bidders must:

- Demonstrate how panel diversity and representativity will be ensured.
- Explain how panel profiling aligns with the Government Segmentation Model (GSM), where applicable.
- Describe procedures for maintaining updated and accurate panel profiles.

b) Data Collection

Bidders must:

- Describe procedures for conducting online surveys and managing respondent participation.
- Indicate platforms/tools used for panel survey execution.

c) Quality Assurance and Control

Bidders must:

- Outline quality assurance measures.
- Demonstrate how ethical research standards will be upheld.
- Demonstrate transparency in panel recruitment and profiling processes.

d) Deliverables

Bidders must:

- Provide an example of a panel-based research project completed in the past five (5) years.
- Indicate value-added practices, if applicable.

5.5.2. PANEL AND PROJECT MANAGEMENT APPROACH

Bidders must:

- a) Provide an example of a recent project plan managed, demonstrating the lifecycle of online panel research.
- b) Describe approach to managing online research panels.
- c) Indicate capacity to undertake urgent, rapid and targeted research panel research, including specifying realistic minimum turnaround timeframes.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

5.5.3. PRICING AND COSTING OF ASSIGNMENTS

- a) Pricing for research assignments will be determined on a project-by-project basis, taking into consideration the scope of work, timelines, and available budget.
- b) GCIS reserves the right to negotiate pricing with appointed service providers to ensure cost-effectiveness and value for money.

5.5.4. COMPANY EXPERIENCE AND TEAM COMPETENCY

Bidders must:

- a) Demonstrate proven experience in online panel management and digital research execution in the past five (5) years.
- b) **Provide separate profiles (CVs)** with relevant skills and experience of the core team members (e.g., panel managers, data specialists, digital researchers) who will be used throughout the contract period. The **individual profiles (CVs)** must have **2 or more contactable referees**.

6. SPECIAL CONDITIONS OF THIS BID (RFB)

6.1. GCIS may cancel this RFB before award due to;

- i. Changed circumstances where there is no longer a need for the goods/services specified in the invitation; and/or
- ii. Funds are no longer available to cover the total envisaged expenditure; and/or
- iii. No acceptable offer is received; and/or
- iv. There is a material irregularity in the RFB process.

6.2. GCIS may negotiate the price offered by the successful service provider/s if the price offered is deemed not market-related or may make use of alternative service provider/s who also provided offers for this RFB should the price offers be market-related or the service provider/s be willing to negotiate.

6.3. A service level agreement (SLA) must be signed between the successful bidding company and GCIS. The SLA must align with GCIS Supply Chain Management guidelines and Legal Services.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

7. SPECIFIC/RDP GOALS AND SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDERS (Preference Points)

7.1. In line with the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management Policy, GCIS has identified RDP goals that will be used for this RFB.

7.2. This RFB is task-driven; the RDP goals will be selected at the time of procuring the relevant/specific service/s from the list of bidders who would have constituted the panel for this RFB.

7.3. The RDP goals will be limited to the list indicated below. It should, however, be noted that the RDP goals will be selected for each procurement of service, in line with the 80/20 principles of procurement.

7.4. Bidders must ensure that they provide the required supporting documentation to claim the preference points. Failure to submit the required supporting documentation will result in the non-allocation of preference points claimed.

7.5. The required supporting documentation and descriptions are outlined below (7.5.1. – 7.5.3.):

7.5.1. Promotion of enterprises that are 40% or more owned by women.
i. To claim preference points in this regard bidders/suppliers are to provide the following information:

ii. Valid B-BBEE Certificate or Sworn affidavit to proof women ownership.

7.5.2. Promotion of youth-owned enterprises: These are enterprises that are 20% or more owned by youth.

i. To claim preference points in this regard bidders/suppliers are to provide the following information:

ii. Valid B-BBEE Certificate or Sworn affidavit to proof youth ownership.

7.5.3. Promotion of enterprises that are 20% or more owned by persons living with disabilities.

i. To claim preference points in this regard bidders/suppliers are to provide the following information:

ii. Valid B-BBEE Certificate or Sworn affidavit to proof disability/ies.

8. ADMINISTRATIVE DOCUMENTS TO BE SUBMITTED BY POTENTIAL BIDDERS.

8.1. The Standard Bidding Documents (SBDs) forms are administrative documents as listed below. These documents must be fully and accurately completed and signed by the duly authorized prospective bidder.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

- 8.2.** The following documents must be submitted with the proposal of bidders:
- i. SBD 1 - Invitation to Bid
 - ii. SBD 4 - Bidders' Disclosure
 - iii. SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
 - iv. General Conditions of a Contract (GCC) initialed on every page and;
 - v. Checklist

9. REGISTRATION ON CENTRAL SUPPLIERS DATABASE (CSD)

- 9.1.** Prospective bidders must be registered on the Central Suppliers Database (CSD) and provide proof of CSD in the form of MAAA number of CSD report. If a bidder is not registered, the bidder must complete the CSD registration of the company before submitting a proposal for this bid using the link <https://secure.csd.gov.za/>.
- 9.2.** Should a prospective service provider be considered for appointment and at such time is not CSD compliant, such service provider will be given only seven (7) days to comply. Failure to comply will result in disqualification.
- 9.3.** It is the responsibility of the potential bidder to ensure that their company is registered on the CSD.

10. BID EVALUATION PROCESS AND CRITERIA

10.1. EVALUATION PROCESS

- 10.1.1. For this RFB, potential bidders will be evaluated in terms of functionality.
- 10.1.2. The procurement principles in terms of the 80/20, as indicated in paragraph 7.3 above, will only be applied at the stage of procurement of each specific service needed after establishing the GCIS Research Projects Panel of Research Service Providers. At the time of procurement of the relevant service, bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals. It should be noted that these principles will apply at the procurement stage, after the assessment of the functionality requirements that would have been determined at the time of procurement of the relevant service.
- 10.1.3. Therefore, GCIS has set minimum standards (Gate) that a bidder needs to meet. The evaluation process will be a one-phase process consisting of Functionality Evaluation Criteria (Gate 1) set as minimum standard (Gate) that a bidder needs to meet to be selected to be included in the GCIS Research Projects Panel of Research Service Providers. The minimum standard consists of the following:

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

Table 2: Set Minimum Standards (Gate)

Functionality Evaluation Criteria (Gate 1)
Bidder(s) are required to achieve a minimum functionality score of 65%. Bidders that scored 65% or more will proceed to Gate 2.
The functional evaluation criteria is detailed in section 10.3.

10.1.4. Upon the establishment of the GCIS Research Projects Panel of Research Service Providers, this contract is concluded for the purposes of appointing a panel of bidders per service category to be used on a rotational basis for the provision of services as stated in the terms of reference on a needs basis. The following process will be followed:

- i. A request for quotations (RFQ) will be sent to all the bidders for the service category they were successfully appointed for, e.g. Category 1: End-to-End Qualitative Research Services or Category 3: Fieldwork-Only Services.
- ii. The RFQ will be issued per brief/service required on a needs basis, and bidders will be requested on a rotational basis to ensure fairness.
- iii. A spreadsheet of all orders issued, and payments made per bidder will be updated to ensure monitoring of equity of the RFQ among the bidders;
- iv. The 80/20 principle will be applicable in accordance with PPR 2022 when evaluating the proposals received from the bidders per RFQ on a needs basis.

10.2. POTENTIAL BIDDERS ARE REQUIRED TO INDICATE WHEN SUBMITTING THEIR PROPOSAL/S WHICH SERVICES THEY ARE BIDDING FOR:

Table 3: List of Service Categories Bidding for

CATEGORY(IES) BIDDING FOR AS LISTED UNDER TABLE 1, PARAGRAPH 4.5 OF THIS SPECIFICATION	BIDDERS MUST MARK (X) OR TICK THE SERVICE CATEGORY(IES) THEY ARE BIDDING FOR. NOTE THAT BIDDERS MAY SELECT ONE OR MORE SERVICE CATEGORY(IES) TO BID FOR.
1. End-to-End Quantitative Research Services	
2. End-to-End Qualitative Research Services	
3. Fieldwork-Only Services	
4. Desktop Research Services	
5. Online Research Panel Management	

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

10.3. GATE 1: FUNCTIONALITY EVALUATION CRITERIA

10.3.1. Table 4: End-to-end Quantitative Research Services Evaluation Criteria

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
<p>A. Competencies and experience of the service provider and core research team members.</p> <p style="text-align: center;">TOTAL [35]</p>	<p>a) Provide the number of years the company has been doing quantitative research.</p> <ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 3 • 3-4 years = 4 • 5+ years = 5 	[5]
	<p>b) Provide information/company profile that describes the experience and competencies of the company in conducting end-to-end quantitative research.</p> <ul style="list-style-type: none"> • Provide an example of a quantitative project completed in the past five (5) years to demonstrate how the bidder: <ol style="list-style-type: none"> i. Informed research instruments to achieve the client's set objectives. ii. Strategically used findings or learnings to provide insights to the client's work. 	[10]
	<p>c) Provide a list of 3 or more previous and/or current clients with contactable details for whom quantitative research was conducted.</p>	[10]

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
	<ul style="list-style-type: none"> • Less than 3 contactable clients = 1 • 3 contactable clients = 3 • 4+ contactable clients = 5 <p>d) Provide information on the experience and competencies of each member of the core research team that will work on GCIS quantitative projects, including project managers, project leaders, field coordinators, data processors, analysts, interpreters and report writers. CVs must have 2 or more contactable references.</p> <ul style="list-style-type: none"> • 1 contactable reference = 1 • 2 contactable references = 3 • 3+ contactable references = 5 	[10]
<p>B. Project management approach and project plan/timeline</p> <p>TOTAL [15]</p>	<p>a) Submit an example of a recent project plan (conducted within the past five (5) years) demonstrating the full quantitative research process from initiation to final delivery. Ensure the project plan:</p> <ul style="list-style-type: none"> • Clearly outlines all phases of the quantitative research process; • Includes timelines for each phase; and • Associated deliverables. <p>b) Indicate capacity to undertake urgent ad hoc research projects, including specifying realistic minimum turnaround timeframes for conducting</p>	<p>[10]</p> <p>[5]</p>

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
	quantitative research across all provinces.	
<p>C. Sampling for a national quantitative study.</p> <p align="center">TOTAL [20]</p>	<p>a) Briefly outline the sampling process and considerations to have a representation of the Government Segmentation Model (GSM).</p> <p>b) Indicate how the bidder proposes improving access to hard-to-reach segments of the population.</p>	<p align="center">[10]</p> <p align="center">[10]</p>
<p>D. Data collection, quality assurance/control and analysis.</p> <p align="center">TOTAL [30]</p>	<p>a) Indicate which quantitative data collection approaches the company is capable of using (e.g. online, CAPI, CATI, SMS, IVR).</p> <p>b) Demonstrate an understanding of the appropriate data collection methods for the selected population segments, including GSM segments, and justify the proposed approach.</p> <p>c) Describe the quality assurance and quality control measures to be applied at all points of the research process to ensure data of good quality.</p> <ul style="list-style-type: none"> • Include data management protocols to ensure accuracy, reliability, confidentiality, and compliance with ethical research standards. <p>d) Indicate software used for quantitative data capture and analysis, including ability to provide data in SPSS and other relevant formats.</p>	<p align="center">[5]</p> <p align="center">[10]</p> <p align="center">[10]</p> <p align="center">[5]</p>
TOTAL		100

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

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

10.3.2. **Table 5: End-to-end Qualitative Research Services Evaluation Criteria**

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
B. Competencies and experience of the service provider and core research team members.	a) Provide the number of years the company has been doing qualitative research. <ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 3 • 3-4 years = 4 • 5+ years = 5 	[5]
TOTAL [35]	b) Provide information/company profile that describes the experience and competencies of the company in conducting end-to-end qualitative research. <ul style="list-style-type: none"> • Provide an example of a qualitative project completed in the past five (5) years to demonstrate how the bidder: <ol style="list-style-type: none"> i. Informed research instruments to achieve the client's set objectives. ii. Strategically used findings or learnings to provide 	[10]

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
	conducting qualitative research across all provinces.	
<p>C. Recruiting for a national qualitative study.</p> <p align="center">TOTAL [20]</p>	<p>a) Briefly outline the recruitment process and considerations to have a representation of the Government Segmentation Model (GSM).</p> <p>b) Indicate how the bidder proposes improving access to hard-to-reach or specialised segments of the population.</p>	<p align="center">[10]</p> <p align="center">[10]</p>
<p>D. Data collection, quality assurance/ control and analysis</p> <p align="center">TOTAL [30]</p>	<p>a) Indicate which qualitative data collection approaches the company is capable of using (e.g., face-to-face focus groups, virtual discussions, in-depth interviews, ethnographic methods).</p> <p>b) Demonstrate an understanding of the appropriate data collection methods for the selected population segments (refer to GSM) and justify the proposed approach.</p> <p>c) Describe the quality assurance and quality control measures to be applied at all points of the research process to ensure data of good quality.</p> <ul style="list-style-type: none"> • Include data management protocols to ensure accuracy, reliability, confidentiality, and compliance with ethical research standards. • Demonstrate capabilities to live-stream (video streaming) some of the focus groups to allow GCIS to conduct off-site oversight and monitoring. <p>d) Show how the company uses other resources (e.g., specialist analysis</p>	<p align="center">[5]</p> <p align="center">[10]</p> <p align="center">[10]</p> <p align="center">[5]</p>

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
	software or AI tools) to enhance data analysis and interpretation.	
TOTAL		100

ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

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

10.3.3. **Table 6: Fieldwork-Only Services Evaluation Criteria**

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
A. Competencies and experience of the service provider and the core research team members.	a) Provide the number of years the company has been conducting fieldwork services for quantitative and/or qualitative research. <ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 3 • 3-4 years = 4 • 5+ years = 5 	[5]
	b) Provide a list of three (3) or more fieldwork-only projects completed in the past five (5) years; include project descriptions and client references with contact details	[10]
TOTAL [25]		

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
	<ul style="list-style-type: none"> • Less than 3 contactable clients = 2 • 3 contactable clients = 5 • 4+ contactable clients = 10 <p>c) Provide separate profiles (CVs) with relevant skills and experience of the core fieldwork team members (e.g., project managers, project leaders, field coordinators/supervisors, data processors) who will be used throughout the contract period. The individual profiles (CVs) must have 2 or more contactable referees.</p> <ul style="list-style-type: none"> • 1 contactable reference = 2 • 2 contactable references = 5 • 3+ contactable references = 10 	[10]
<p>B. Understanding of fieldwork project management.</p> <p align="center">TOTAL [20]</p>	<p>a) Provide an example of a recent project plan, demonstrating all phases of the research fieldwork lifecycle, including planning, scheduling, team coordination, and deployment across provinces and locations.</p> <p>b) Indicate capacity to undertake urgent ad-hoc field-only projects, including indicating realistic fastest turnaround timeframes for conducting fieldwork across all provinces.</p>	<p>[10]</p> <p>[10]</p>
<p>C. Respondent Selection and Participant Recruitment</p> <p align="center">TOTAL [20]</p>	<p>a) Briefly outline the respondent selection approach and/or participant recruitment approach.</p> <p>b) Describe screening procedures and strategies for accessing hard-to-reach populations.</p>	<p>[10]</p> <p>[10]</p>
<p>D. Data collection, quality assurance/control</p>	<p>a) Demonstrate which data collection modes for both quantitative and/or qualitative approach/es the company can execute.</p>	[5]

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
TOTAL [35]	b) Describe the quality assurance and quality control measures to be applied at all points of the quantitative and/or qualitative fieldwork process to ensure data of good quality.	[10]
	c) Bidders must provide an example of a fieldwork report detailing methodology implementation, coverage, and challenges encountered.	[10]
	d) Bidders must provide an example of a quality control document (e.g., back-check reports, validation logs).	[10]
TOTAL		100

ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

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

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10.3.4. Table 7: Desktop Research Services Evaluation Criteria

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
<p>A. Competencies and experience of the service provider and the core research team members.</p> <p align="center">TOTAL [25]</p>	<p>a) Provide the number of years the company has been conducting desktop/secondary research.</p> <ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 3 • 3-4 years = 4 • 5+ years = 5 <p>b) Provide a list of 3 or more previous and/or current clients with contactable details where desktop research/literature review assignments were conducted.</p> <ul style="list-style-type: none"> • Less than 3 contactable clients = 2 • 3 contactable clients = 5 • 4+ contactable clients = 10 <p>c) Provide information on the experience and competencies of each member of the core team that will work on GCIS desktop/literature review projects, including researchers, analysts, report writers and policy specialists. CVs must have 2 or more contactable references.</p> <ul style="list-style-type: none"> • 1 contactable reference = 2 • 2 contactable references = 5 • 3+ contactable references = 10 	<p align="center">[5]</p> <p align="center">[10]</p> <p align="center">[10]</p>
<p>B. Deliverables</p> <p align="center">TOTAL [25]</p>	<p>a) Provide an example of a desktop research report, including analytical output.</p> <p>b) Explain the criteria for inclusion/exclusion of sources and to ensure reliability and validity.</p>	<p align="center">[15]</p> <p align="center">[10]</p>

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
C. Research approach and evidence sourcing	a) Describe approach to identifying credible and relevant data sources.	[10]
	b) Describe methods for evaluating the relevance of sources and referencing.	[15]
TOTAL [25]		
D. Data analysis, synthesis and quality assurance	a) Outline quality assurance processes, including verification of sources and reliability.	[10]
	b) Describe methods for analysing and synthesising secondary data.	[15]
TOTAL [25]		
TOTAL		100

ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

A

----- X 100

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

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

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10.3.5. **Table 8: Online Research Panel Management Evaluation Criteria**

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
<p>A. Competencies and experience of the service provider and the core team members.</p> <p>TOTAL [30]</p>	<p>a) Provide the number of years the company has been conducting online panel management and digital research.</p> <ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 3 • 3-4 years = 4 • 5+ years = 5 	<p align="center">[5]</p>
	<p>b) Provide a list of 3 or more previous and/or current clients with contactable details where online panel management and digital research were conducted.</p> <ul style="list-style-type: none"> • Less than 3 contactable clients = 2 • 3 contactable clients = 5 • 4+ contactable clients = 10 	<p align="center">[10]</p>
	<p>c) Provide information on the experience and competencies of each member of the core team that will work on GCIS projects e.g., panel managers, data specialists, digital researchers. CVs must have 2 or more contactable references.</p> <ul style="list-style-type: none"> • 1 contactable reference = 2 • 2 contactable references = 5 • 3+ contactable references = 10 	<p align="center">[10]</p>
	<p>d) Indicate value-added practices, if any.</p>	<p align="center">[5]</p>

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

FUNCTIONALITY ASPECT	DESCRIPTION	WEIGHT
B. Understanding of panel management and project management	a) Provide an example of a recent project plan managed, demonstrating the lifecycle of online panel research.	[10]
	b) Describe approach to managing online research panels.	[10]
	TOTAL [25]	[5]
C. Panel composition and representativity (GSM alignment)	a) Demonstrate how panel diversity and representativity will be ensured.	[10]
	b) Explain how panel profiling aligns with the Government Segmentation Model (GSM), where applicable.	[10]
	TOTAL [20]	[10]
D. Data collection and quality assurance/control	a) Describe procedures for conducting online surveys and managing respondent participation.	[10]
	b) Indicate platforms/tools used for panel management and survey execution.	[5]
	c) Outline quality assurance measures (e.g., respondent validation, fraud detection, data integrity checks).	[10]
TOTAL [25]		
TOTAL		100

NB: Potential bidders must provide all the information and documents required according to the specifications/terms of reference.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

ALLOCATION OF POINTS

Points will be allocated on the criteria listed below:

Values: 0 = non-submission, 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

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

NOTE: The bidding companies that qualify for the second phase of evaluation will be notified in advance of the date and venue of the presentations.

11. PREFERENTIAL PROCUREMENT EVALUATION POINTS

- 11.1.** Preferential Procurement Regulation 2022, which informs the GCIS Supply Chain Policy was utilized for the allocation of preference points. Bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals.
- 11.2.** Service provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 should complete the SBD 6.1 and note the breakdown of points indicated on SBD 6.1.
- 11.3.** RFQ will be issued per brief/service required on a need basis. The panel will be used on a rotational basis to provide services under this RFB, ensuring fairness to all bidders.
- 11.4.** Service provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 must submit supporting documents outlined in paragraph 5 of the specification for each goal specified.
- 11.5.** Bidders who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for the specific goal claimed as per below points.

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

Area of evaluation	Points
1. Price	80
2. Specific Goal: Promotion of enterprises that are 40% or more owned by woman	10
3. Specific Goal: Promotion of youth-owned enterprises; These are enterprises that are 20% or more owned by youth.	5
4. Specific Goal: Promotion of enterprises that are 20% or more owned by persons living with disabilities.	5
TOTAL	100

12. NON-COMPULSORY BRIEFING (HIGHLY RECOMMENDED)

An **online briefing** session will be held on **18 June 2026**, starting at **10:00 am**, to bring prospective bidders up to speed on the required documentation and how to complete it.

Date: 18 June 2026

Time: 10:00 am – 11:30 am

Venue: Virtual – MS Teams Platform

<https://teams.microsoft.com/meet/365445226332497?p=RQoJq3FdqK7zzhH5Jq>

13. SUBMISSION OF PROPOSALS

The closing date for bid submission is **10 July 2026** at **11:00 am**. Bidders must submit their proposal in the 'Tender Box' at GCIS reception, marked **RFB 004-2026/2027** with all **Standard Bidding Documents (SBD) properly filled and signed**, marked for the attention of **Dr Ntombifuthi Nala** to the following physical address:

NB: NO LATE OR EMAILED SUBMISSIONS WILL BE ACCEPTED.

GCIS HEAD OFFICE

Tshedimosetso House

C/O 1035 Frances Baard Street and Festival Street

HATFIELD

PRETORIA

APPOINTMENT OF GCIS RESEARCH PROJECTS' PANEL OF RESEARCH SERVICE PROVIDERS

14. CONTACT DETAILS FOR ENQUIRIES

14.1. Bidding Procedures:

Mr Giovanni Jonker Tel: (012) 473-0116
Email: giovanni@gcis.gov.za

Mr Namane Mahlaba Tel: (012) 473-0093
Email: namane@gcis.gov.za

14.2. Bid Specification:

Dr Ntombifuthi Nala Tel: (012) 473-0218
Email: ntombifuthi@gcis.gov.za

Recommended / Not Recommended

Approved / Not Approved

Ms Johannah Sebaso

Mr Sandile Nene

Acting CD: RA & KS
BEC Deputy-Chairperson

ADDG: CP & D
BEC Chairperson

Date

Date

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 004-2026/2027	CLOSING DATE: 10 July 2026	120 DAYS	CLOSING TIME:	11:00
DESCRIPTION	ERRATUM: APPOINTMENT OF PANEL OF RESEARCH AND AD HOC PROJECTS SERVICE PROVIDERS FOR A PERIOD OF FIVE (5) YEARS FOR THE GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
1035 TSHEDIMOSETSO HOUSE					
C/O FRANCIS BAARD AND FESTIVAL STREET					
HATFIELD					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Giovanni Jonker/Namane Mahlaba		CONTACT PERSON	Dr Ntombifuthi Nala	
TELEPHONE NUMBER	012 473 0116/0093		TELEPHONE NUMBER	012 473 0218	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	giovanni@gcis.gov.za / namane@gcis.gov.za		E-MAIL ADDRESS	ntombifuthi@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: ... RFB 004-2026/2027
CLOSING TIME 11:00	CLOSING DATE: 10 July 2026

ERRATUM: APPOINTMENT OF PANEL OF RESEARCH AND AD HOC PROJECTS SERVICE PROVIDERS FOR A PERIOD OF FIVE (5) YEARS FOR THE GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS)
OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)	
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 air travel, 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.....	

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, e.g. 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 –

GCIS
1035 Francis Baard Street
Hatfield

Giovanni Jonker / Namane Mahlaba
Tel: 012 473 0116/0093

Or for technical information –
Dr Ntombifuthi Nala
Tel: 012 473 0218

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 interest¹ 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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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

² 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.

SBD4

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

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 **80/20** preference point system.
- b) The **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
SPECIFIC GOALS	20
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:

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price		80		
Promotion of enterprises that are 40% or more owned by woman.		10		
Promotion of youth-owned enterprises. These are enterprises that are 20% or more owned by youth.		5		
Promotion of enterprises that are 20% or more owned by persons living with disabilities.		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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
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28. Limitation of liability
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GOVERNMENT COMMUNICATION & INFORMATION SYSTEM

BID CHECK LIST

Have you submitted CSD report? Mandatory requirements on CSD must be compliant (Tax, Banking details, In business, not restricted)	YES	NO
Have you submitted a proof of valid B-BBEE certificate or Sworn Affidavit?	YES	NO
Is the SBD 6.1 form allocated points and signed by the duly authorized person?	YES	NO
Are the following forms/ documents accurately, fully completed and signed? 1. SBD 1 – Invitation of Bid 2. SBD 3.3 - The total Bid price for this tender to be included on SBD 3.3 3. SBD 4 – Disclosure Form 4. SBD 6.1 – Points to be allocated on SBD 6.1 and supporting documents to be submitted. 5. GCC - To be initialed on every page 6. Checklist	YES	NO

.....
Signature

.....
Date: