

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DCDT/02/2026/27	CLOSING DATE:	24 JULY 2026	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE COACHING SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1166 PARK STREET					
BLOCK E, GROUND FLOOR, IPARIOLI OFFICE PARK					
HATFIELD, PRETORIA					
COMPULSORY BRIEFING SESSION: 10 JULY 2026 @11:00-12:00 AT BLUECRANE BOARDROOM. DOORS WILL BE CLOSED AT 11:00 O'CLOCK					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM TEAM		CONTACT PERSON	N/A	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dcdttenders@dcdt.gov.za		E-MAIL ADDRESS	dcdttenders@dcdt.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:

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 institution	State

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.

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



communications
& digital technologies
Department:
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE COACHING SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES

Compulsory briefing session

Bid No: DCDT/02/2026/27

Date: 10 July 2026

Time: 11:00am

Venue: 1166 Park Street, iParioli Office Park, Department of Communication and Digital Technologies

Closing date: 24 July 2026

Closing time: 11:00am



TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE COACHING SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES

1. PURPOSE

To appoint a panel of experienced and accredited Coaches for the Department of Communications and Digital Technologies to provide coaching services to executive and non-executive employees in the Department. The -project aims to support employees to develop their skills and capabilities, maximize their performance, and enable them to achieve both their career and personal goals. In turn, this will assist them to succeed in their roles and enable DCDT to fulfil its objectives.

2. BACKGROUND

- 2.1 The Department of Communications and Digital Technologies (DCDT) is located at iParioli Office Park, 1166 Park Street, Hatfield, Pretoria. The mandate of DCDT is to lead and enable digital transformation to achieve economic growth and inclusion by creating robust policies, strategies, master plans and a regulatory environment. The implementation of these national frameworks is executed in collaboration with its State-Owned Entities (SOEs). In supporting the government's key priorities, the DCDT plays a catalytic role in ensuring that all citizens can access, afford and use secure digital technologies productively. Critical to our mandate is ensuring improved governance, performance, and sustainability of SOEs entrusted with implementing the Department's policies.
- 2.2 The DCDT has an approved Coaching and Mentoring and Career Management Framework that enables the Department to utilise the services of internal Coaches and external Coaches, or Coaches from the other networks, to provide coaching and development programmes for Executive and non-Executive employees, in line with the Department's requirements. The intent of the Department is also to establish and institutionalize a robust internal coaching practice.



- 2.3 The DCDT Coaching Framework intends to contribute to, as part of the employee's career management initiatives and to contribute to the achievement of the Outcome 6: A Capable and Professional Public Service, as accentuated in the Department's 2025-2023 Strategic Plan, Annual Performance Plan (APP), and 2025/26-2027/28 Human Resource Plan (HR Plan). These plans emphasise promoting human capital development and empowerment in the Department and improving the level of management and leadership competencies across all levels from both the top and the bottom, through career pathing, mentoring, and closer partnerships with universities and schools of management to make the public service and local government administration careers of choice.
- 2.4 The Department recognizes coaching as one of the mechanisms and a critical lever to support employees' development and creates a safe space for employees to drive their own development. Hence, coaching is one of the initiatives contained in the Career Management Policy that aims at enabling management, in collaboration with the Chief Directorate: Human Capital Management (HCM), to fulfil the workforce needs and allow employees to achieve their career objectives.
- 2.5 Given the above, DCDT would like to appoint a panel of experienced coaches to provide coaching to Executive and non-Executive employees in DCDT to support their career goals and assist them to perform to their best potential.

3. OBJECTIVES OF THE PROJECT

The objectives of the project are to:

- 3.1. Build a coaching and mentoring practice in the Department that provides an effective human capital development mechanism for enhancing internal skills and capability at the different employee and leadership levels.
- 3.2. Provide management with tools to plan and simultaneously monitor and improve the abilities of less experienced managers and new cohorts of managers in the Department.
- 3.3. Facilitate processes to connect a pool of diverse coaches and mentors with employees across the Department.



- 3.4. Support newly appointed employees with coaching or mentoring to achieve the set Departmental objectives and outcomes.
- 3.5. Give effect to the pipeline development programmes through the provision of coaching and mentoring services.
- 3.6. Create an enabling and supportive environment to empower all employees to enhance their job performance through coaching and mentoring activities.
- 3.7. Improve the quality and overall effectiveness of human resources development in the Department.

4. SCOPE OF WORK

- 4.1. The scope includes permanent employees, employees on fixed-term contracts of not less than 6 months and interns.
- 4.2. The current staff establishment of the Department is about 330 employees (excluding the Minister, Deputy Minister, and Advisors)
- 4.3. The current staff establishment breakdown is as follows:



Category	Total	Type of Coaching
Executive <ul style="list-style-type: none">• Director-General• Deputy Directors-General	07	Individual and team
Non- Executive: Senior Management Services (SMS) <ul style="list-style-type: none">• Chief Directors• Directors	99	Groups and teams
Non- Executive (non-SMS-Levels 11-12) <ul style="list-style-type: none">• Deputy Directors	92	Groups and teams
Non- Executive (non-SMS-Levels 9-10) <ul style="list-style-type: none">• Assistant Directors	36	Groups and teams
Non- Executive (non-SMS-Levels 1-8) <ul style="list-style-type: none">• Practitioners, Administrative, Clerical and other operational role	96	Groups and teams
Departmental	330	Individual, Groups, Teams

- 4.4. The appointed Panel must be available and be able to deliver the service as and when required to do so by DCDT.
- 4.5. A Proposal with a detailed project plan that states the methodology and approach for accomplishing the task, project phases, time frames, outputs, expected outcomes, project governance, quality assurance processes and examples of individual, team and group coaching plans.
- 4.6. The methodology should demonstrate innovative ways in terms of techniques and tools to be applied and coaching best practices, which provide a high-quality, end-to-end user experience, reduce the administrative burden on the part of the employees and HCM and demonstrate integration with other HR systems. Review the section.
- 4.7. The service provider must have adequate capacity to be able to provide the executive, individual, group and team coaching.



5. OUTPUTS/DELIVERABLES

5.1 The appointed Panel of Coaches will perform individual coaching to the DCDT Executive, teams and groups coaching to the non-Executive employees as specified above. However, under exceptional cases, individual coaching can be provided to some non-Executive employees. The Service Level Agreement will specify other requirements in line with the terms of reference and approved proposals.

5.2 Below are the deliverables per category:

5.2.1 Executive Coaching:

Executive coaching will be implemented for seven **(7) Executives**, i.e. the Director General and six (6) Deputy Directors General. Executive coaching must enhance DCDT leadership effectiveness, emotional intelligence, unlock individual potential and drive organisational success. The following areas of executive coaching will serve as a strategic tool for sustainable leadership development and organisational growth. Envisaged outcomes are indicated in **5.3** below.

- 5.2.1.1 Increase Self-Awareness/Emotional Intelligence
- 5.2.1.2 Impactful Leadership and Effective Leadership skills
- 5.2.1.3 Enhance Performance and Productivity
- 5.2.1.4 Develop High-Potential Talent
- 5.2.1.5 Build stronger Teams and Culture
- 5.2.1.6 Align Personal and Organisational Goals
- 5.2.1.7 Promote Accountability and Action

5.2.2 Group Coaching for non-Executive

Group coaching will be implemented for the **categories mentioned under 4.3 above**. Group coaching fosters collective wisdom enhances individual skills, such as communication and leadership, emotional intelligence, builds peer support and accountability and drives measurable organisational or personal progress by leveraging shared challenges, diverse perspectives and a structured environment for goal setting, action and reflection. Envisaged outcomes are indicated in **5.3** below.

- 5.2.2.1 Increased Self-Awareness/Emotional Intelligence
- 5.2.2.3 Goal achievement
- 5.2.2.4 Enhanced Positive Mindset



- 5.2.2.5 Collective Intelligence
- 5.2.2.6 Stronger Cohesion and Belonging
- 5.2.2.7 Accelerated Problem-Solving
- 5.2.2.8 Shared accountability
- 5.2.2.9 Knowledge Transfer

5.2.3 Teams Coaching for non-Executive

Team coaching will be implemented for the **categories mentioned under 4.3 above**. The goals of team's collective potential and performance by fostering collaboration, improving communication and enhancing leadership skills, leading to increased productivity, innovation, and adaptability in achieving shared objectives and sustained success. Envisaged outcomes are indicated in **5.3 below**.

- 5.2.3.1 Improve Team Performance and Productivity
- 5.2.3.2 Develop High-Performing Culture
- 5.2.3.3 Enhance Communication and Collaboration
- 5.2.3.4 Strengthen Leadership and Accountability
- 5.2.3.5 Promote continuous Learning and Adaptability
- 5.2.3.6 Achieve Shared Goals and Purpose

5.3 Expectations and Outcomes across all Approaches

- (a) Coaching will be implemented in different approaches that should create synergy and ensure an integrated programme that produces effective results. However, it should be noted that the deliverables per category as mentioned under 5.2 may run concurrently.
- (b) Coaching conversations, sessions, activities and initiatives or programmes must create a safe space and an atmosphere with the right balance of challenge and support to equip the coachee orchestrate development and accelerate learning.
- (c) The coach provides clear, direct feedback to the Coaches and Supervisor or the Management Committee (MANCO) in terms of group coaching that demonstrates return on investment.
- (d) Drive organisational change by connecting individual growth to organisational impact.
- (e) As part of the coaching conversations, provide development feedback, inputs and approaches, integrating feedback and learning from others and from experiences.



- (f) Payment to be made after proof of completion of the activity/outcome in line with the Project Plan, which must demonstrate return on investment.

5.3.1 Executive Coaching Approach

Activity	Outcome	Responsible person
1. Increased Self-Awareness/ Emotional Intelligence	Leadership presence, effective communication, understanding their strengths, values, blind spots and how their behaviours impact others.	Coach(es) and Executive & Project Manager
2. Improved and impactful Leadership effectiveness	Critical competencies, such as strategic thinking, leading change, decision-making, effective communication, time management, effective planning, and the ability to influence.	Coach(es) and Executive & Project Manager
3. Enhance Performance and Productivity	Shift DCDT from sporadic performance to a system of consistent, predictable results for the leaders and the organisation.	Coach(es) and Executive & Project Manager
4. Develop High-Potential Talent	Preparation of high-potential employees for future leadership roles by accelerating their development and career progression.	Coach(es) and Executive & Project Manager
5. Build stronger Teams and	Build a sense of community, foster collaborative relationships and	Coach(es) and Executive & Project



Culture	teams, cultivate empathy, and instil shared purpose among employees, especially when facing similar challenges.	Manager
6. Align Personal and Organisational Goals	Bridge the leader's personal ambition with DCDT's strategic vision and objectives.	Coach(es) and Executive & Project Manager
7. Promote Accountability and Action	Turn insights into concrete plans and behavioural changes drive measurable outcomes.	Coach(es) and Executive & Project Manager

5.3.2 Non-Executive (Levels 13-14) Approach

5.3.2.1 Group Coaching

Activity	Outcome	Responsible person
1. Increased Self-Awareness/ Emotional Intelligence	Employees gained deeper insight into their own behaviour, mindsets and patterns by observing others and receiving feedback.	Coach(es) and Levels 13-14 employees & Project Manager
2. Improved People Management	Specific competencies, such as leadership, empathy, communication, collaboration and conflict resolution/management developed.	Coach(es) and Levels 13-14 employees & Project Manager
3. Goal achievement	Able to set and work towards meaningful personal and professional goals with the support and encouragement of the group.	Coach(es) and Levels 13-14 employees & Project Manager



4. Enhanced Positive Mindset	Cultivate a more positive, adaptive and visionary outlook to navigate challenges and opportunities.	Coach(es) and Levels 13-14 employees & Project Manager
5. Collective Intelligence	Harness the diverse knowledge and experience within the group to generate innovative solutions and approaches.	Coach(es) and Levels 13-14 employees & Project Manager
6. Stronger Cohesion and Belonging	Build a sense of community, empathy, and shared purpose among employees, especially when facing similar challenges.	Coach(es) and Levels 13-14 employees & Project Manager
7. Accelerated Problem-Solving	Encourage leveraging collective brainstorming and diverse perspectives to find faster, more creative solutions.	Coach(es) and Levels 13-14 employees & Project Manager
8. Shared accountability	Use group dynamics to increase commitment to goals and follow-through actions.	Coach(es) and Levels 13-14 employees & Project Manager
9. Knowledge Transfer	Facilitate learning and the spread of new ideas and insights across the group and into the larger organisation.	Coach(es) and Levels 13-14 employees & Project Manager

5.3.2.2 Team Coaching

Activity	Outcome	Responsible person
1. Improve Team Performance and Productivity	Able to address conflict, improve communication, foster cohesion, thereby assisting the team to tackle challenges more effectively	Coach(es) and Levels 13-14 employees & Project Manager



	and meet stakeholder needs.	
2. Develop High-Performing Culture	Cultivate a positive environment characterised by trust, psychological safety, and shared purpose, where employees feel valued and can contribute their best.	Coach(es) and Levels 13-14 employees & Project Manager
3. Enhance Communication and Collaboration	Built stronger internal connections and fostering unity, moving from individual focus to collective effort for greater creativity and problem-solving.	Coach(es) and Levels 13-14 employees & Project Manager
4. Strengthening Leadership and Accountability	Empowered team members to take ownership, make decisions and take leadership roles, enhance engagement and share responsibility.	Coach(es) and Levels 13-14 employees & Project Manager
5. Promote continuous Learning and Adaptability	A self-improving system where the teams are equipped with a positive mindset and skills to navigate challenges, embrace new ideas and adapt to change.	Coach(es) and Levels 13-14 employees & Project Manager
6. Achieve Shared Goals and Purpose	Individual and team efforts aligned towards common organisational objectives, leading to greater clarity, focus and impact.	Coach(es) and Levels 13-14 employees & Project Manager

5.3.3 Non-Executive (Levels 11-12) Approach

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE COACHING SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES



5.3.3.1 Group Coaching

Activity	Outcome	Responsible person
1. Increased Self-Awareness Emotional Intelligence	Employees gained deeper insight into their own behaviour, mindsets and patterns by observing others and receiving feedback.	Coach(es) and Levels 11-12 employees & Project Manager
2. Improved People Management	Specific competencies, such as leadership, empathy, communication, collaboration and conflict resolution/management developed.	Coach(es) and Levels 11-12 employees & Project Manager
3. Goal achievement	Able to set and work towards meaningful personal and professional goals with the support and encouragement of the group.	Coach(es) and Levels 11-12 employees & Project Manager
4. Enhanced Positive Mindset	Cultivate a more positive, adaptive and visionary outlook to navigate challenges and opportunities.	Coach(es) and Levels 11-12 employees & Project Manager
5. Collective Intelligence	Harness the diverse knowledge and experience within the group to generate innovative solutions and approaches.	Coach(es) and Levels 11-12 employees & Project Manager
6. Stronger Cohesion and Belonging	Build a sense of community, empathy, and shared purpose among employees, especially when facing similar challenges.	Coach(es) and Levels 11-12 employees & Project Manager
7. Accelerated Problem-	Encourage leveraging collective brainstorming and diverse	Coach(es) and Levels 11-12 employees &



Solving	perspectives to find faster, more creative solutions.	Project Manager
8. Shared accountability	Use group dynamics to increase commitment to goals and follow-through actions.	Coach(es) and Levels 11-12 employees & Project Manager
9. Knowledge Transfer	Facilitate learning and the spread of new ideas and insights across the group and into the larger organisation.	Coach(es) and Levels 11-12 employees & Project Manager

5.3.3.2 Team Coaching

Activity	Outcome	Responsible person
1. Improve Team Performance and Productivity	Able to address conflict, improve communication, foster cohesion thereby assisting the team to tackle challenges more effectively and meet stakeholder needs.	Coach(es) and Levels 11-12 employees & Project Manager
2. Develop High-Performing Culture	Positive environment cultivated is characterized by trust, psychological safety and shared purpose where employees feel valued and can contribute their best.	Coach(es) and Levels 11-12 employees & Project Manager
3. Enhance Communication and	Built stronger internal connections and fostering unity, moving from individual focus to collective effort	Coach(es) and Levels 11-12 employees & Project Manager



Collaboration	for greater creativity and problem-solving.	
4. Strengthening Leadership and Accountability	Empowered team members to take ownership, make decisions and take leadership roles, enhance engagement and share responsibility.	Coach(es) and Levels 11-12 employees & Project Manager
5. Promote continuous Learning and Adaptability	A self-improving system where the teams are equipped with a positive mindset and skills to navigate challenges, embrace new ideas and adapt to change.	Coach(es) and Levels 11-12 employees & Project Manager
6. Achieve Shared Goals and Purpose	Individual and team efforts aligned towards common organisational objectives, leading to greater clarity, focus and impact.	Coach(es) and Levels 11-12 employees & Project Manager

5.3.4 Non-Executive (Levels 9-10) Approach

5.3.4.1 Group Coaching

Activity	Outcome	Responsible person
1. Increased Self-Awareness/ Emotional Intelligence	Employees gained deeper insight into their own behaviour, mindsets and patterns by observing others and receiving feedback.	Coach(es) and Levels 9-10 employee & Project Manager
1. Improved People Management	Specific competencies, such as leadership, communication, collaboration and conflict	Coach(es) and Levels 9-10 employee & Project Manager



	resolution/management developed.	
2. Goal achievement	Able to set and work towards meaningful personal and professional goals with the support and encouragement of the group.	Coach(es) and Levels 9-10 employee & Project Manager
3. Enhanced Positive Mindset	Cultivate a more positive, adaptive and visionary outlook to navigate challenges and opportunities.	Coach(es) and Levels 9-10 employee & Project Manager
4. Collective Intelligence	Harness the diverse knowledge and experience within the group to generate innovative solutions and approaches.	Coach(es) and Levels 9-10 employee & Project Manager
5. Stronger Cohesion and Belonging	Build a sense of community, empathy, and shared purpose among employees, especially when facing similar challenges.	Coach(es) and Levels 9-10 employee & Project Manager
6. Accelerated Problem-Solving	Encourage leveraging collective brainstorming and valued perspectives to find faster and more creative solutions.	Coach(es) and Levels 9-10 employee & Project Manager
7. Shared accountability	Use group dynamics to increase commitment to goals and follow-through actions.	Coach(es) and Levels 9-10 employee & Project Manager
8. Knowledge Transfer	Facilitate learning and the spread of new ideas and insights	Coach(es) and Levels 9-10 employee &



	across the group and into the larger organisation.	Project Manager
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5.3.4.2 Team Coaching

Activity	Outcome	Responsible person
1. Improve Team Performance and Productivity	Able to address conflict, improve communication, foster cohesion thereby assisting the team to tackle challenges more effectively and meet stakeholder needs.	Coach(es) and Levels 9-10 employee & Project Manager
2. Develop High-Performing Culture	Positive environment cultivated is characterized by trust, psychological safety and shared purpose where employees feel valued and can contribute their best.	Coach(es) and Levels 9-10 employee & Project Manager
3. Enhance Communication and Collaboration	Built stronger internal connections and fostering unity, moving from individual focus to collective effort for greater creativity and problem-solving.	Coach(es) and Levels 9-10 employee & Project Manager
4. Strengthening Leadership and Accountability	Empowered team members to take ownership, make decisions and take leadership roles, enhance engagement and share responsibility.	Coach(es) and Levels 9-10 employee & Project Manager
5. Promote continuous Learning and	A self-improving system where the teams are equipped with a positive mindset and skills to	Coach(es) and Levels 9-10 employee & Project Manager



Adaptability	navigate challenges, embrace new ideas and adapt to change.	
6. Achieve Shared Goals and Purpose	Individual and team efforts aligned towards common organisational objectives, leading to greater clarity, focus and impact.	Coach(es) and Levels 9-10 employee & Project Manager

5.3.5 Non-Executive (Levels 1-8) Approach

The activities will be done per group and team coaching unless advised otherwise.

5.3.5.1 Group Coaching

Activity	Outcome	Responsible person
1. Increased Self-Awareness/ Emotional Intelligence	Employees gained deeper insight into their own behavior, mindsets and patterns by observing others and receiving feedback.	Coach(es) and Levels 1-8 employees & Project Manager
2. Improved People Management	Specific competencies, such as leadership, communication, collaboration and conflict resolution/management developed.	Coach(es) and Levels 1-8 employees & Project Manager
3. Goal achievement	Able to set and work towards meaningful personal and professional goals with the support and encouragement of the group.	Coach(es) and Levels 1-8 employees & Project Manager



4. Enhanced Positive Mindset	Cultivate a more positive, adaptive and visionary outlook to navigate challenges and opportunities.	Coach(es) and Levels 1-8 employees & Project Manager
5. Collective Intelligence	Harness the diverse knowledge and experience within the group to generate innovative solutions and approaches.	Coach(es) and Levels 1-8 employees & Project Manager
6. Stronger Cohesion and Belonging	Build a sense of community, empathy, and shared purpose among employees, especially when facing similar challenges.	Coach(es) and Levels 1-8 employees & Project Manager
7. Accelerated Problem-Solving	Encourage leveraging collective brainstorming and valued perspectives to find faster and more creative solutions.	Coach(es) and Levels 1-8 employees & Project Manager
8. Shared accountability	Use group dynamics to increase commitment to goals and follow-through actions.	Coach(es) and Levels 1-8 employees & Project Manager
9. Knowledge Transfer	Facilitate learning and the spread of new ideas and insights across the group and into the larger organisation.	Coach(es) and Levels 1-8 employees & Project Manager

5.3.3.2 Team Coaching

Activity	Outcome	Responsible person
1. Improve Team Performance	Able to address conflict, improve communication, foster cohesion,	Coach(es) and Levels 1-8 employees &



and Productivity	thereby assisting the team to tackle challenges more effectively and meet stakeholder needs.	Project Manager
2. Develop High-Performing Culture	Cultivate a positive environment that is characterised by trust, psychological safety and shared purpose where employees feel valued and can contribute their best.	Coach(es) and Levels 1-8 employees & Project Manager
3. Enhance Communication and Collaboration	Built stronger internal connections and fostering unity, moving from individual focus to collective effort for greater creativity and problem-solving.	Coach(es) and Levels 1-8 employees & Project Manager
4. Strengthening Leadership and Accountability	Empowered team members to take ownership, make decisions and take leadership roles, enhance engagement and share responsibility.	Coach(es) and Levels 1-8 employees & Project Manager
5. Promote continuous Learning and Adaptability	A self-improving system where the teams are equipped with a positive mindset and skills to navigate challenges, embrace new ideas and adapt to change.	Coach(es) and Levels 1-8 employees & Project Manager
6. Achieve Shared Goals and Purpose	Individual and team efforts aligned towards common organisational objectives, leading to greater clarity, focus and	Coach(es) and Levels 1-8 employees & Project Manager



	impact.	
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5.3.6 Transfer of Skills and Report

- 5.3.6.1. The appointed experts of coaches must transfer skills to internal employees.
- 5.3.6.2. The appointed experts of coaches must provide a comprehensive report with recommendations at the end of their coaching plan.

6. SKILLS AND KNOWLEDGE REQUIRED

6.1 The company/service provider must demonstrate capabilities in:

- 6.1.1 **Executive coaching (DG and DDGs):** to enhance DCDT leadership effectiveness, emotional intelligence, unlock individual potential and drive organizational success as per the deliverables under 5.2.1
- 6.1.2 **Group and team coaching for Non-Executives (Levels 13-14, 11-12, 9-10 and 1-8):** to foster collective wisdom, enhances individual skills such as communication and leadership, emotional intelligence, builds peer support and accountability and drives measurable organizational or personal progress by leveraging shared challenges, diverse perspectives and a structured environment for goal setting, action and reflection as per the deliverables under 5.2.2 & 5.2.3.

6.2 The Coaches must hold the following:

- 6.2.1 An NQF level 7 qualification.
- 6.2.2 **Coaching Accreditation:** The coaches must have a SAQA recognized Coaching qualification accredited with relevant local and/or international professional bodies, such as the Coaching and Mentoring Association of South Africa (COMENSA), International Coaching Federation (ICF), European Mentors and Coaching Council (EMCC), Institute of Leadership Management/Chartered Management Institute (ILM/CMI), or from a recognized Institution of Higher Learning and such accreditation must be current at the time of selection and provision of coaching services in the DCDT.



7. MANDATORY REQUIREMENTS

7.1 The coaches must hold the following:

7.1.1 An NQF level 7 qualification.

7.1.2 The coaches must have a SAQA recognized Coaching qualification accredited with relevant local and/or international professional bodies, such as the Coaching and Mentoring Association of South Africa (COMENSA), International Coaching Federation (ICF), European Mentors and Coaching Council (EMCC), Institute of Leadership Management/Chartered Management Institute (ILM/CMI), or from a recognized Institution of Higher Learning and such accreditation must be current at the time of selection and provision of coaching services in the DCDT. and such accreditation must be accepted at the time of selection and provision of coaching services in DCDT.

7.2 The Coaches must possess at least ten (10) years' uninterrupted experience in the field of professional coaching, in the areas of executive coaching, individual and team/group coaching.

7.3 Detailed CVs of the Coaches to be assigned to the project, indicating the relevant experience, qualifications, affiliations and copies of certified certificates, must be attached.

7.4 The service provider must have a minimum of five (5) years' experience of a company being in existence and operational in the field of coaching.

7.5 Profile of the company and description of similar work as the TORs undertaken must be attached.

7.6 A minimum of 5 contactable references from previous organisations must be provided to demonstrate a proven track record of delivering similar projects as per the TORs. The signed reference letters must demonstrate similar work done and completed in those companies, the duration of the project and the date of issue by the respective companies not older than 5 years.

7.7 A project plan in line with 4.5, 4.6 and 4.7 must be attached.



- 7.8 In case of a Joint Venture the service provider must provide an agreement to the DCDT. It should be noted that DCDT is not involved in the payments between the service provider and the Joint Venture.

NB: Failure to comply to the above-mentioned mandatory requirements can lead to the disqualification of the proposal.

8. SERVICE LEVEL AGREEMENT

- 8.1 The Service Level Agreement (SLA) will be signed between the Department of Communications and Digital Technologies and the successful bidders prior to commencement of any work.
- 8.2 The Service Level Agreement shall include issues concerning the Confidentiality and POPI Act. The service provider must ensure confidentiality in line with Code of Conduct of the Accredited/Professional body and the POPI Act.
- 8.3 Coaching Agreement - In case of contracting between the sponsor, the client and the coaches should ensure that confidentiality is maintained at all costs in line with the Code of Conduct of the Accredited/Professional body or the coaching federation.

9. CONTRACT PERIOD

- 9.1 The contract shall be valid for a period of three (3) years from the date of signing the service level agreement by both parties.

10. PAYMENT

- 10.1 Payment will be made upon completion of the agreed deliverables. Payment of invoices will be affected within 30 days after receiving valid invoices from the service providers.

10.2 PAYMENT OF WORK DONE

- 10.2.1 Should the service provider not deliver according to the deliverables or service level agreement the Department will withhold payment until the agreed requirements/service are met.

11. INTELLECTUAL PROPERTY RIGHTS



- 11.1 Department will become the owner of all information, documents, advice and reports collected and compiled by the consultant/firm/service provider in the execution of this agreement.
- 11.2 The copyright of all documents will vest in the Department and may not be reproduced, or distributed, or made available without the written consent of the Department.
- 11.3 All information, documents and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of stakeholders.

12. SUB-CONTRACTING ARRANGEMENTS

- 12.1 The Department reserves the right to approve the consultants/sub-contractors offered by the service providers. The replacement of consultants/sub-contractors during the contract period must be approved by the Department. Such sub-contracts must comply with the requirements of the TORs.

13. TIMELINES OF THE BID PROCESS

- 13.1 The validity period of the bid and the withdrawal of offers, after the closing date and time, is 90 days.

14. BID ADMINISTRATIVE DOCUMENTS

- 14.1 Prospective bidders must submit their bid proposals including the following:
 - Bidders are required to submit all completed Standard Bidding Documents (SBD), namely SBD 1, SBD 4 and SBD 6.1
 - Copy of valid Tax Clearance Pin issued by SARS.
 - Copy of Central Supplier Database (CSD) report not older than 30 days.
 - Entity registration Certificate as per CIPC.
 - A project plan that states the methodology, approach and the relevant tools and techniques for accomplishing the task, project phases, time frames and outputs.
 - Profile of the company and description of similar work undertaken.
 - Detailed Curriculum Vitae of consultants assigned to the project, including their roles and responsibilities.
 - Agreement between service providers in the case of a joint venture/Consortium.



- Letter of authority to sign documents on behalf of the company/joint venture/Consortium.

15. EVALUATION OF BIDS

Phase 1: Mandatory requirements

Bidders will be evaluated based on mandatory requirements outlined in these terms of reference. Bidders who fail to meet the requirements will be disqualified and will not form part of the panel of suppliers.

Only bidders that have complied with the mandatory requirements to be in the database, will be sent the request for quotation as in when there is a need for the service which then will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulation 2022 and its associated Regulations.

Phase 2: It will apply when the DCDT source quotations

Bids will then be evaluated in accordance with the prescripts of the Preferential

Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 80/20 preference point system is applicable up to a rand value below R50 million (all applicable taxes included).

16. SPECIAL CONDITIONS OF THE BID

The following may be included to highlight any issues that the bidder needs to be aware of that were not covered in any other paragraph. This may include issues such as:

- (a) The Department reserves the right to award the bid to one or more service providers.



- (b) Successful bidders must acquaint themselves with the programmes, policies and legislation at their own cost.

17. COMPULSORY BRIEFING SESSION

- 17.1 A compulsory briefing session will be scheduled, and potential bidders are encouraged to attend.

Date: 10 July 2026

Venue: Blue Crane Boardroom

Time: 11:00 – 12:00

NB: Door will be closed at 11:00am, No late bidders will be allowed, and non-attendance of the briefing session will result in disqualification from the bidding process.

NB: All bidders are encouraged to compile a list of questions to be asked during the meeting. All questions will be addressed during the meeting, and no questions will be taken after the meeting.

18. TERMS AND CONDITIONS

- 18.1. The service provider must preferably be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The sub-contracting, or under a joint venture arrangement by service provider must not result in any financial implications for the Department.
- 18.2. The Department reserves the right to appoint any other person to undertake any part of the task. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the work performed and completed as agreed.



- 18.3. The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the resource.
- 18.4. No material or information derived from the bid submission or the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorized in writing to do so.
- 18.5. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the Department.
- 18.6. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 18.7. The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- 18.8. The Department reserves the right to negotiate price with the preferred bidder.
- 18.9. The service provider and its affiliates are prohibited from providing goods, works and services to any private party to this Agreement, or to any eventual project that may result, directly or indirectly from these services.
- 18.10. Individuals and firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 18.11. The Department reserves the right to award or not to award the bid.
- 18.12. The department reserves that right to award the bid to one or more service providers.
- 18.13. The Department reserves the right to contact any bidder to seek clarity on any matter included in the bid documents.
- 18.14. No late bids will be accepted or considered for evaluation.



- 18.15. The recommended service provider will be subjected to the relevant pre-screening and vetting processes and be required to sign non-disclosure of information requirements.

19. PROPOSAL SUBMISSION REQUIREMENTS (standard)

- 19.1 Service providers are required to submit proposals that include a duly completed cover page and a table of contents, clearly indicating and addressing all mandatory requirements as outlined in the TOR.
- 19.2 Only one (1) original proposal will be accepted. No copies or memory stick are permitted.

Proposals must be sealed and submitted via the tender box situated at 1166 Park Street, Iparioli Office Park, Hatfield, Pretoria, Block E, Ground Floor

20. CLOSING DATE OF THE SUBMISSION OF BID DOCUMENTS

- 20.1 The closing date for the submission of the Bid documents or any of its Annexures is before the deadline of **24 July 2026 at 11:00am**


21 ENQUIRIES

- 21.1 Bidders may ask for clarification on these Terms of Reference or any of its Annexure before the deadline for the submission of the bid.

All technical enquiries may be directed to:
SCM Team
Dcdttenders@dcdt.gov.za

22 APPROVAL:

- 22.1 This TOR is approved by:

Name: Rebolang Soldaat
Title: Chairperson:DBAC
Signature: 
Date: 25/06/2026

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
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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.