SBD1

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **DCDT/03/2026/27** | CLOSING DATE: | **24 August 2026** | CLOSING TIME: | **11:00** |
| DESCRIPTION | **THE PROCUREMENT AND APPOINTMENT OF A SUITABLE EXTERNAL SERVICE PROVIDER TO PROVIDE ENTERPRISE PROGRAMME MANAGEMENT OFFICE (EPMO) EXPERTISE AND SUPPORT TO THE DEPARTMENT FOR A PERIOD OF 24 MONTHS.** | | | | |

| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
|---|
| **1166 PARK SREET, IPARIOLI OFFICE PARK** |
| **HATFIELD, PRETORIA** |
| **BLOCK E, GROUND FLOOR** |
| **COMPULSORY BRIEFING SESSION: 11 August 2026 @11:00 (BLUECRANE BOARDROOM)** |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **MS. R HLAHLA** | CONTACT PERSON | **MR. J LIBAGO** |
| 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? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |

| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |
| **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | |

# 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

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| Full Name | Identity Number | Name of organ of state |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

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

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………………………
……………………………………………………………………………………………
……………………………………………………………………………………………

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

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

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

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

## 3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

| | |
|---|---|
| ………………………………… | ………………………………………… |
| Signature | Date |
| ………………………………… | ………………………………………… |
| Designation | Name of bidder |

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **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:

**80/20** or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

| 80/20 | or | 90/10 |
|---|---|---|
| $Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$ | or | $Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$ |

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) |
|---|---|---|---|---|
| Organisations which are owned people who are women | N/A | 5/20 | N/A | |
| Organisations which are owned by youth, who are less than 35 years old | N/A | 5/20 | N/A | |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003 | N/A | 7/20 | N/A | |
| Organisations which are owned by persons with disabilities | N/A | 3/20 | N/A | |

**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:** | ………………………………………………………… |
| | ………………………………………………………… |
| | ………………………………………………………… |
| | ………………………………………………………… |

communications
& digital technologies

Department:
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

# TERMS OF REFERENCE FOR THE PROCUREMENT AND APPOINTMENT OF A SUITABLE EXTERNAL SERVICE PROVIDER TO PROVIDE ENTERPRISE PROGRAMME MANAGEMENT OFFICE (EPMO) EXPERTISE AND SUPPORT TO THE DEPARTMENT FOR A PERIOD OF 24 MONTHS.

**Tender Number: DCDT/03/2026/27**

**Compulsory briefing session**
**Date: 11 August 2026**
**Time: 11:00 am**
**Venue: 1166 Park Street, iParioli Office Park, Department of Communications and Digital Technologies**

**Closing date: 24 August 2026**
**Closing time: 11:00 am**

## 1. PURPOSE

1.1 The Terms of Reference (TORs) aim to invite proposals from potential service providers to provide Enterprise Programme Management (EPMO) advisory, operationalisation, governance, monitoring, reporting, capacity building and institutional support services to the Department of Communications and Digital Technologies (DCDT), in line with public service requirements, prescripts, and systems. The EPMO must function as a strategic enabling mechanism to improve delivery performance, accountability, integrated planning, governance oversight and benefits realisation across departmental and portfolio programmes and projects.

## 2. BACKGROUND

2.1 The DCDT is responsible for developing and implementing national policies, legislation, and strategies in collaboration with assigned State-Owned Entities (SOEs). These policies, legislation, and strategies are developed to keep pace with rapid technological advancements and ensure the effective digital transformation of the country.

2.2 The global and domestic digital landscapes are evolving rapidly. Emerging technologies such as artificial intelligence, cloud computing, and data-driven platforms are reshaping economies, service delivery models, and the world of work. Against this backdrop, the government must play a catalytic role in ensuring that all citizens can access, afford, and use digital technologies productively. One of the mechanisms to deliver the DCDT Portfolio programmes is through projects. The Department has identified a dire need to establish the Enterprise Programme Management Office (EPMO) to build project management capability within the Department and to provide programme management expertise and support to all Branches. The EPMO is intended to institutionalise international best practices in enterprise-wide programme and portfolio management, including strategic portfolio optimisation, enterprise risk management, performance governance and digital transformation oversight.

2.3 The timely delivery of DCDT priority projects is critical to job creation, poverty alleviation, and the addressing of unemployment. Imminent strategic imperatives include public-private partnerships priority initiatives. The efficient delivery of the DCDT and SOEs' priority projects also ensures sustained investor confidence and facilitates the digital transformation that will contribute to the country's economic growth.

## 3. PROBLEM STATEMENT

3.1 In a fast-changing and complex sector, the need for an EPMO is increasingly important for the portfolio to ensure proper coordination and alignment in the department and across entities. The Department oversees entities with connected mandates where, for example, four entities contribute to the implementation of one project. The EPMO will improve coordination, avoid duplication and ensure integrated planning.

3.2 Over the years, the Department has experienced challenges of a lack of central project governance and oversight to monitor implementation, manage risks, track expenditure and ensure accountability in the department and across the entities of priority projects.

3.3 There are often changes in delivery due to funding pressures. There is therefore a need for standard project management methodologies and performance management to improve delivery.

3.4 The Department does not have dedicated project management capacity and resources; hence the need for EPMO and skills development in this area.

3.5 The challenges include Leadership and Oversight support; project/programme resourcing; lack of Processes and systems for monitoring projects/programmes' performance effectively.

3.6 These challenges have direct implications for the delivery of project portfolios and subsequently, slow pace of digital transformation and economic growth.

3.7 Establishment of and institutionalisation of EPMO is viewed to be a key enabler in the delivery of projects and programmes of the department.

## 4. AIM AND OBJECTIVES OF THE PROJECT

4.1 The objective is to procure the services of a service provider with the appropriate expertise to assist the Department in establishing and operationalising the Enterprise Project Management Office, which will serve as a central strategic coordination, governance, assurance and delivery management system of the Department's projects. The aim is to strengthen strategic alignment, governance, portfolio management and integrated planning and coordination across the DCDT portfolio to ensure that all priority projects, programmes, and portfolios contribute to the Department's overall constitutional mandate. To also ensure clear roles and responsibilities in project delivery and accountability.

4.2 The EPMO will ensure consolidated performance information, monitoring and reporting, providing a regular dashboard for project implementation to ensure early detection of implementation challenges to mitigate project risks.

4.3 Build institutional project management capabilities to improve organisational maturity.

4.4 The EPMO must provide holistic programme management expertise and support across multiple priority projects for the DCDT Portfolio and serve as an overarching central establishment that maintains oversight, guidance, advice, and quality assurance over various programmes and priority projects.

4.5 The EPMO must ensure that projects and programmes achieve measurable strategic outcomes, socio-economic impact, value for money and benefits realisation in line with government priorities.

4.6 The service provider must ensure the institutionalisation and sustainability of the EPMO beyond the contract period through structured knowledge transfer, coaching, mentoring and embedding systems, methodologies and governance practices.

## 5. SCOPE OF THE WORK

5.1 The successful service provider will provide governance, coordination, monitoring and reporting across the portfolio as well as build project management capacity within the Department. The scope of work of the EPMO will include, but not be limited to, the following services:

5.1.1 **Context Analysis:** Conducting an assessment of the DCDT project's portfolio. Undertaking gap analysis in project management in the DCDT portfolio in collaboration with Programme Managers. The assessment must include organisational project management maturity, governance maturity, systems capabilities, strategic project interdependencies, reporting and data quality mechanisms.

5.1.2 **Strategic Alignment**: Assisting in aligning the strategy into actionable programmes and projects and ensuring all projects and programmes align with the government's overarching strategic goals and vision, such as the National Development Plan (NDP) and MTDP priorities.

5.1.3 **Enterprise Governance:** Guiding effective implementation and developing and enforcing a standardised framework consisting of project management methodologies, processes, and best practices across all departments to ensure consistency and accountability.

5.1.4 Develop integrated implementation plans that are aligned to the Strategic Plan (SP), Annual Performance Plans (APPs), Operational Plans, budgeting cycles across the branches and entities' implementation plans, as well as government departments.

5.1.5 **Portfolio Management and Prioritisation:** Developing a programme to implement the enterprise project management office and overseeing the entire portfolio of an organisation's projects, including project selection, prioritisation, and balancing to ensure resources are allocated to the initiatives that provide high impact and most strategic value and a healthy Return On Investment (ROI), in collaboration with programme managers. Establishing clear mechanisms for prioritization in consultation with the DCDT management and supporting the Executive Committee (EXCO) with performance dashboards and to proactively alerting the EXCO to implementation challenges for prompt decision-making

5.1.6 **Resource Management:** Advise on the management and optimization of the allocation of human, financial, and technological resources across the enterprise, preventing bottlenecks, resolving conflicts, and supporting capacity planning. Measure performance to ensure achievement of predetermined project objectives. Support resource forecasting, workload balancing, project scheduling optimisation and expenditure performance tracking.

5.1.7 Implement a structured skills transfer and capacity building to strengthen the department's internal EPMO capability and ensure sustainability in the department.

5.1.8 **Risk Management:** Enforce implementation of a departmental-adopted project risk management framework for identifying, assessing, and mitigating potential risks across all projects to ensure that projects stay on track and can adapt to challenges. Develop an integrated portfolio risk register and implement early warning systems for strategic and operational risks.

5.1.9 **Performance Monitoring and Reporting**: Defining Key Performance Indicators (KPIs) and metrics for monitoring and evaluating projects/programmes performance and for entities'/role players to account (at strategic and operational levels). These include providing quality and reliable data and reports for decision-making.

5.1.10 The EPMO must establish real-time dashboards, portfolio performance scorecards, tracking tools, predictive reporting capability, exception reporting mechanisms and corrective action tracking system.

5.1.11 **Stakeholder Communication:** Assist programme managers in facilitating clear and consistent communication between all stakeholders, from project teams to senior leadership, to manage expectations and foster collaboration. Advise on the reporting protocol for internal and external stakeholders.

5.1.12 **Stakeholder Management**: Support programme managers in engaging and presenting to the relevant governance and management structures such as MinExco, EXCO and MANCO, Chairpersons' and CEO's Forums. Engage with relevant stakeholders and produce reports in line with these terms of reference.

5.1.13 **Change Management and Continuous Improvement:** Support the programme managers in championing business agility and organisational change, incorporating lessons learned and best practices into updated frameworks and processes.

5.1.14 **Digital Project Management Systems:** The service provider must recommend and/or configure appropriate digital project and portfolio management tools and systems to enable project tracking, dashboard reporting, risk management, document management, workflow approvals, collaboration, portfolio analytics and reporting automation.

5.1.15 **Benefits realisation management**: Develop and implement a benefits realisation framework to measure project outcomes, strategic impact, socio-economic value and return on investment.

## 6. METHODOLOGY AND APPROACH

6.1 To ensure that all DCDT portfolio-identified priority projects contribute to and produce expected outputs and deliverables to the Department's overall constitutional mandate. The methodology will include:

6.1.1 Analyse and understand the Strategic Plan 2025 - 2030 of the Department portfolio to ensure relevant programmes and projects of the DCDT are aligned across the portfolio.

6.1.2 Produce a detailed work plan to demonstrate alignment on the scope, work to be conducted, and deliverables to be produced within the stipulated timelines, in collaboration with programme managers.

6.1.3 Analyse and apply applicable enterprise project management office guidelines, frameworks and legislative requirements relating to enterprise project management office principles, approach, frameworks and value add.

6.1.4 Ensure continuous consultation with the project owners and programme managers.

6.1.5 Ensure that every priority project aligns with the Department's strategic goals.

6.1.6 Provide an enabling project management environment and institutional programme and project management capabilities in the Department.

6.1.7 The service provider must support the decentralised project management capabilities to ensure responsibility and accountability.

6.1.8 Develop a structured organisational change management and stakeholder adoption approach.

## 7. SPECIFIC DELIVERABLES AND OUTCOMES

7.1 The appointed service provider will be responsible for managing the operationalisation and performance of the Enterprise Programme Management Office in collaboration with Programme Managers. Expected deliverables include:

7.1.1 Approved detailed project plan, clearly outlining project phases, activities, milestones, timelines and roles and responsibilities.

7.1.2 Approved departmental EPMO strategy to manage the implementation of portfolio strategic initiatives.

7.1.3 Approved programme management frameworks that empower teams to deliver faster, more effectively, and with greater focus.

7.1.4 Approved portfolio of DCDT strategic priority projects that support and facilitate the radical digital transformation agenda, such as the Digital Transformation roadmap, the Digital Economy Masterplan, and SA Connect.

7.1.5 Functional portfolio projects dashboard to track all projects (planning, delivery, performance, risks and closure) and consolidated reporting.

7.1.6 Functional EPMO that serves as an overarching central establishment that maintains oversight, guidance, advice, and quality assurance over various programmes and priority projects.

7.1.7 Strategies, frameworks and standards to drive and inculcate the culture of systematic project management and high performance.

7.1.8 Operational EPMO governance structure that ensures alignment of strategic initiatives and project plans to the strategic goals and approval of project plans and reports/deliverables.

7.1.9 Indicator maps to facilitate measurement of projects' impact and outcomes aligned to APP and annual targets.

7.1.10 Project management processes and systems and repository of both information and capability containing all project information, reports, expenditure status, and risk registers.

7.1.11 Criteria for approving projects, and templates for the initiation of projects and reporting.

7.1.12 Project management capacity building programmes implemented.

7.1.13 Recommendations based on the analysis, quantification of project performance, and implementation of action plans.

7.1.14 A stakeholder management framework that enables collaboration, partnerships and the provision of programme and project support to managers.

7.1.15 Conduct context analysis and benchmark with best practices approaches to inform and ensure sustained enterprise programme management performance and continuous improvement.

7.1.16 Commitment statements to plans, verification and validation of outcomes/output, evaluation of impact and presentation of integrated report.

7.1.17 Monthly and project reports on the holistic management over multiple priority projects, both for the DCDT and SOEs / role players submitted and presented to various governance structures, i.e. Manco, Exco, MinExco, Risk AND Audit Committee, CEO and CFOs' Forums.

7.1.18 Project close-out report.

## 8. MANDATORY REQUIREMENTS

8.1 Agreement between service providers in the case of a joint venture/Consortium. (Attach agreement letter).

8.2 The service provider must provide the resources that are competent to execute the required services and have knowledge and skills in programme and project management. This includes the provision of the following resource requirements:

8.2.1 The service provider must be in existence for a period of ten (10) years or more and operational in the field of project management. (Attach registration certificate of the company).

8.2.2 The service provider must demonstrate a proven track record and more than 10 years' experience in leading, managing, and implementing similar projects in terms of the size, complexity, and budget in the public or private service projects, particularly in the ICT Infrastructure.

8.2.3 The service provider must submit at least five (5) reference letters from different clients as evidence of the successful completion of relevant or similar projects. Each reference letter must:

- Be on the client's official letterhead;
- Be signed and dated (with the most recent signature date)
- Clearly state the project start month and year, as well as the project completion month and year

8.2.4 The Programme Management Lead must have a minimum of ten (10) years of knowledge, skills and experience leading similar large-scale public or private service projects. Key personnel must possess a minimum of NQF level 7 and hold recognised professional project management certificates in the field and be certified in Project Management, i.e., PMP, SCRUMi, /AGILE/PRINCE 2 Foundation/ Waterfall.

8.2.5 Programme Manager with ICT digital infrastructure must have more than ten (10) years of knowledge, skills and experience in implementing, coordinating and managing similar large-scale public or private service. The resource must possess a minimum of NQF level 7 recognised qualifications in the field and be certified in Project Management, i.e. PMP, SCRUMi, /AGILE/PRINCE 2 Foundation/ Waterfall.

8.2.6 Programme Management Analyst must have more than seven (7) years' experience in supporting and coordinating similar large-scale public or private service projects. The resource must possess a minimum of NQF level 7 recognised qualifications in the field and be certified in Project Management, i.e. PMP, SCRUMi, /AGILE/PRINCE 2 Foundation/ Waterfall.

8.2.7 Attach the detailed CVs and copy of qualification of the three key personnel also demonstrating relevant competencies, experience including project management, and forecasting, monitoring and evaluation, project/business reporting, stakeholder management, planning and coordination, digital technologies savvy and capable of establishing and running an EPMO; digital transformation projects; delivering executive reports and dashboards and skills transfer.

8.2.8 The service provider must provide and implement an Enterprise Project Management Office (EPMO) software solution that supports project portfolio management, governance, reporting, resource management and performance monitoring across the organization.

8.2.9 The bidder must demonstrate its approach to skills transfer and capacity development to ensure sustainability post the contract.

**NB: Failure to abide by the above-mentioned mandatory requirements will be disqualified from the evaluations process.**

## 9. SERVICE LEVEL AGREEMENT

9.1 Both parties will sign SBD 7.2 pending the Service Level Agreement (SLA) that will indicate the obligations of both parties. The Service Level Agreement must be agreed upon and signed within 30 working days after the acceptance of this letter. Should the signing of the Service Level Agreement take longer, the SBD 7.2 and the company initialising the General Conditions of Contract (GCC) will serve as the binding contract.

## 10. CONTRACT PERIOD

10.1 The contract shall be valid for a period of 24 months as from the date of signing the SBD 7.2, GCC and service level agreement by both parties.

## 11. PAYMENT

11.1 The successful service provider will be paid upon the completion of phases or milestones set out in the departmental approved project plan. Payment of invoices will be effected within 30 days after receipt of a valid invoice from the service provider.

## 12. TRANSFER OF SKILLS

12.1 Develop frameworks and guidelines in collaboration with the officials in the relevant programme managers to facilitate and implement the transfer of skills.

12.2 Conduct capacity building initiatives to empower DCDT officials on programme management approaches and requirements.

12.3 The service provider will conduct quality assurance and provide feedback to the relevant project managers.

## 13. MANAGEMENT OF SERVICE PROVIDER

13.1 The Deputy Director-General: Administration, in collaboration with the Branch Deputy Directors-General, will lead the delivery of the project through the Steering Committee platform.

13.2 The Chief Director: Integrated Strategic Planning, Monitoring and Evaluation (ISPME), responsible for the Enterprise Portfolio Management and Performance function, will serve as the Project Manager, and take full responsibility for managing the service provider's work in line with the Service Level Agreement (SLA).

13.3 The Chief Director: ISPME will confirm that the service provider has satisfactorily completed each deliverable before invoices can be submitted to Finance for payment.

13.4 The Deputy Directors-General, Chief Directors, and Directors who will be supported by the EPMO will take full responsibility and accountability for the successful management of the projects assigned to them in line with their work functional responsibilities. These include planning, reporting, stakeholder management, monitoring, and successful delivery of the projects to achieve DCDT targets and strategic objectives.

## 14. CHANGE AT THE DISCRETION OF THE DCDT

14.1 . The establishment of a time or date in this bid does not create an obligation on the part of the DCDT to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the DCDT extends the bid submission deadline (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 15. COSTS AND EXPENSES INCURRED BY THE SERVICE PROVIDER.

15.1 All costs and expenses incurred by the potential service provider relating to their project proposal will be borne by each respective service provider. The DCDT is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.

## 16. ADDITIONAL INFORMATION

16.1 The DCDT reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its proposal.
16.2 Bidders may require responsive bidders to present and discuss their proposals in person.
16.3 Bidders shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of DCDT.

## 17. COUNTER CONDITIONS

17.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions may result in the invalidation of such bids.
17.2 The DCDT reserves the right not to make any appointment from the proposals received.

## 18. FRONTING

18.1 While the Department supports the empowerment of previously disadvantaged individuals, the spirit of broad-based black economic empowerment, the Department recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the DCDT condemns any form of fronting.
18.2 The DCDT, in ensuring that Bidders conduct themselves in an honest manner, will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder/contractor conducting business with the public sector for a period not exceeding ten years, in addition to any other remedies the DCDT may have against the Bidder/contractor concerned.

## 19. SUPPLIER DUE DILIGENCE

19.1 The DCDT reserves the right to assess company documents to verify if the successful bidder is not in the process of insolvency, liquidation, or deregistration.

## 20. INTELLECTUAL PROPERTY RIGHTS

20.1 The 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 the required services.

20.2 The copyright of all documents will vest in the Department and may not be reproduced, distributed, or made available without the written consent of the Department.

20.3 All information, documents, and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of all stakeholders involved.

## 21. SUB-CONTRACTING ARRANGEMENT

21.1 The Department reserves the right to approve the consultants/sub-contractors offered by the service provider. The replacement of consultants/sub-contractors during the contract period must be approved by the Department.

## 22. TIMELINES OF THE BID PROCESS

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

## 23. BID ADMINISTRATIVE DOCUMENTS

23.1 Prospective bidders must submit their bid proposals including the following:

23.1.1 Standard Bidding Documents (SBD), namely SBD 1, SBD 3.1, SBD 4, SBD 6.1. and GCC

23.1.2 Copy of valid Tax Clearance Pin issued by SARS.

23.1.3 Copy of Central Supplier Database (CSD) report.

23.1.4 Entity registration Certificate (CK1).

23.1.5 A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs including cost for the project.

23.1.6 The bidder must submit a detailed methodology and implementation plan.

23.1.7 Profile of the company and description of similar work undertaken.

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

23.1.9 Technical and financial proposals.

## 24. EVALUATION OF BIDS

### Phase 1: Mandatory requirements

Bidders will be evaluated based on mandatory requirements as outlined in this document. Bidders who fail to meet the requirements will be disqualified and will not be evaluated further for price and specific goals.

Only bidders that have complied with mandatory requirements will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its associated Regulations.

**Phase 2: Evaluation in terms of the 80/20 preference point system (Price and specific goals)**

The bid price (maximum 80 points).
Specific goals status (maximum 20 points).
Specific goals applicable for this bid and number of points

**A maximum of 20 points may be allocated to a bidder for attaining their Specific Goals in accordance with the table below:**
Specific goals allocation

| Specific goals | Number of Points |
|---|---|
| Organisations which are owned by people who are women | 5 |
| Organisations which are owned by youth, who are less than 35 years old | 5 |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003 | 7 |
| Organisations which are owned by persons with disabilities | 3 |

Specific goals may be allocated to bidder(s) on submission of the following documentation or evidence:

- CSD report or certified copy of Identity Document for Director (s) of the organisation.
- Proof of disability confirming the nature of the disability (Letter from a General Practitioner) or SARS claims form.
- B-BBEE certificate or sworn affidavit.

**25. SPECIAL CONDITIONS OF THE BID**

25.1.1 Submission of detailed project plan with clear milestones and timelines.
25.1.2 Successful bidder(s) must acquaint themselves with the programmes, policies and legislation at their own cost.

**26. COMPULSORY BRIEFING SESSION**

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

**Date: 11 August 2026**
**Venue: 1166 Park Street, iParioli Office Park, Department of Communication and Digital Technologies**
**Time: 11:00 am**

**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.**

## 27. TERMS AND CONDITIONS

27.1 The service provider must preferably be a single legal entity, with all other necessary expertise secured via sub-contract or a joint venture arrangement.

27.2 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 appropriate portion of work completed up to a maximum amount not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

27.3 The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the proposal. Such permission will only be granted in exceptional circumstances.

27.4 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 or its SOEs, except where authorized in writing to do so.

27.5 Foreign companies providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals. The costs of preparing proposals and of negotiating the contract will not be reimbursed. Successful bidders must acquaint themselves with the programmes, policies, and legislation at their own cost.

27.6 The Department reserves the right to negotiate the price with the preferred bidder(s).

27.7 The service provider and its affiliates are disqualified 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.

27.8 Individuals and companies must not contact the Department on any matter pertaining to their bid from the time bids are submitted until 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.

27.9 No late bids will be accepted.

27.10 The successful service provider will be expected to sign a service-level agreement with the Department before the commencement of any work.

27.11 The recommended service provider must pass a security vetting process facilitated by the State Security Agency.

27.12 The Department reserves the right to insert a penalty clause in the Service Level Agreement to be signed with the successful service provider.

## 28. SUBMISSION OF PROPOSALS

28.1 The 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.

28.2 Only one (1) original proposal will be accepted. No copies or memory sticks are permitted.

**NB: Proposals must be sealed and submitted via the tender box situated at 1166 Park Street, IParioli Office Park, Hatfield, Pretoria, Block E, Ground Floor.**

## 29. CLOSING DATE OF THE SUBMISSION OF BID DOCUMENTS

29.1 The closing date for the submission of the Bid documents or any of its Annexures is before the deadline of 24 August 2026 @11am

**Approved by Chairperson of DBAC: ...................**

Rebolang Soldaat

28/07/2026

# THE NATIONAL TREASURY

## Republic of South Africa

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## 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

## 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 (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)