



RFQ 012 2026/2027: Specification for the appointment of a service provider to render 600 hours of South African Sign Language (SASL) interpreting and voice-over services to the GCIS.

Closing date and time: 6 November 2026: 11:00
Non-compulsory hybrid briefing: 30 October 2026: 10:00 – 12:00
Bid Validity Period: 90 days

TENDER BOX AND BRIEFING ADDRESS:

Reception

Tshedimosetso House

1035 Francis Baard Street

Cnr. Francis Baard and Festival Streets

Hatfield

0002

1. BACKGROUND

- 1.1. The Government Communication and Information System (GCIS) invites service providers to bid for the provision of South African Sign Language (SASL) interpreting and voice-over services for a total of 600 hours.
- 1.2. Section 195(g) of the Constitution of the Republic of South Africa, 1996, forms the basis for the establishment of the GCIS, as it stipulates that, to foster transparency, the public should be provided with information that is timely, accurate and accessible.
- 1.3. The GCIS is therefore responsible for providing strategic leadership and coordinating a government communication system that ensures members of the public are informed and have access to government programmes.
- 1.4. In fulfilment of the Use of Official Languages Act, 2012 (Act 12 of 2012) and the signing into law of the SASL Bill by President Cyril Ramaphosa, which made SASL one of the 12 official languages in South Africa, GCIS is required to render SASL interpreting services.

2. PURPOSE AND SCOPE

- 2.1. The purpose of the RFQ is to appoint a service provider to provide **SASL interpreting and voice-over services for a total of 600 hours**.

- 2.2. The successful service provider will be responsible for the delivery of SASL interpreting and voice-over services in accordance with the hours identified for each assignment. The prospective service provider must therefore demonstrate operational capacity to deploy suitably qualified South African Sign Language interpreters with appropriate simultaneous interpreting and voice-over skills.
- 2.3. For extended assignments (multi-day events / events running simultaneously), the successful service provider must provide a team comprising a minimum of two (02) and a maximum of four (04) SASL interpreters to alternate at appropriate intervals in accordance with the nature of the event and accepted professional practice.
- 2.4. The service provider must provide a team of interpreters and voice-over professionals as a backup system whenever the need arises, in the absence of the dedicated interpreter or voice-over personnel.
- 2.5. The successful service provider must also be able to conduct quality assurance to ensure the quality of SASL interpreting and voice-over services.

3. SCOPE OF WORK AND REQUIREMENTS FOR SOUTH AFRICAN SIGN LANGUAGE (SASL) INTERPRETING SERVICES

3.1. Scope of Work

- 3.1.1. Prospective service providers will be required to provide the following:

SERVICES	
3.1.1.1.	Simultaneous SASL interpreting services at government programmes across South Africa, particularly in Gauteng and Cape Town.
3.1.1.2.	Voice-over interpreting (from SASL to English).
3.1.1.3.	Interpreting text into SASL for digital government materials, such as videos.
3.1.1.4.	SASL interpreting services via virtual platforms such as MS Teams or Zoom.

3.2. Requirements for this RFQ

3.2.1. Experience

- 3.2.1.1. Prospective service providers are requested to provide the following:

- 3.2.1.1.1. A comprehensive company profile detailing the experience of the prospective service provider in providing the services indicated in paragraph 3.1 under scope of work (with at least three contactable references).

- 3.2.1.1.2. For prospective service providers to meet the requirements of this RFQ, each service provider must have a minimum staff complement of at least four (04) SASL interpreters in their staff establishment. Prospective service providers must submit copies of the SAQA-accredited qualifications (NQF level 6 Language

Practice with SASL as one of the languages of specialisation) of the interpreters in the staff establishment.

3.2.1.1.3. Proof of the service provider's SASL interpreting capabilities, in the form of a 10-minute video depicting four (04) interpreters providing SASL interpreting for the script/audio attached to the addendum.

3.2.1.1.4. Proof of the service provider's simultaneous SASL interpreting capabilities, in the form of a 10-minute video showcasing samples of previous simultaneous SASL interpreting assignments. The video must be saved on a readable USB and it must clearly showcase at least two (02) interpreters' proficiency, accuracy, fluency and ability to interpret in real time within a professional setting. The video must also include a voice-over to demonstrate the interpreters' voicing proficiency.

3.2.1.1.5. Videos must be uploaded to a USB and submitted together with the main proposal. GCIS will not be held accountable for corrupted video files. Corrupted video files or video files that do not open will be deemed a non-submission.

3.2.1.1.6. Competency in both signing and voice interpreting is mandatory.

3.3. Account Management

3.3.1. Prospective service providers are required to:

3.3.1.1. Provide a dedicated account manager with appropriate technical skills to be assigned to GCIS. The person will be expected to respond to queries from the GCIS within reasonable turnaround times, depending on the priority or urgency. The performance standard in terms of turnaround times as well as the priority or urgency will be outlined in the service level agreement to be entered into between GCIS and the prospective successful service provider.

3.3.1.2. As coordination will be key for this RFQ, in relation to the dedicated account manager, the prospective service provider must provide a detailed CV of the account manager that will be dedicated to GCIS.

3.3.1.3. Should the dedicated account manager for this RFQ change during the contract period, it is the responsibility of the prospective service provider to submit a detailed CV of the dedicated account manager that will be reassigned to GCIS.

3.3.1.4. Submit a detailed invoice to the GCIS after the rendering of services.

3.4. References

3.4.1. Prospective service providers are to provide at least three (3) or more signed reference letters, on official letterheads, from previous contactable clients for whom similar services were rendered within the last five years from the closing date of this RFQ.

3.4.2. The references must contain the following information:

- 3.4.2.1. Contact details in the form of telephone numbers, an email address and a physical address of the company to which the services were rendered.
- 3.4.2.2. Reference letters must be signed by authorised representatives of the companies to which the prospective service providers have rendered services. Reference letters must reflect the name of the prospective service provider.
- 3.4.2.3. Reference letters must indicate the period during which the prospective service provider rendered the services to the company.
- 3.4.2.4. Any reference letter that does not contain all the requirements outlined in paragraph 3.4.2 will not be considered.

3.5. Resources

- 3.5.1. As indicated under the scope of work above, although most SASL interpreting assignments will take place in Gauteng and Cape Town, prospective service providers may be required to provide services across South Africa. Prospective service providers must therefore have access to their own transport or a network of SASL interpreters in all the nine provinces of South Africa. Transport costs must be factored into the invoices.
- 3.5.2. Prospective service providers must have access to high-speed internet and adequate equipment to provide virtual SASL interpreting services. GCIS recommends that bidders maintain internet connectivity with download speeds of 20–50 Mbps and upload speeds of 5–20 Mbps to ensure optimal performance during virtual meetings such as MS Teams or Zoom, including screen sharing and group collaboration sessions, to minimise latency and connectivity disruptions.
- 3.5.3. SASL interpreters in the establishment must hold a minimum SAQA-accredited NQF level 6 Language Practice qualification with SASL as one of the languages of specialisation. Prospective service providers are to submit the CVs and qualifications of at least four (04) SASL interpreters in their establishment.
- 3.5.4. The successful service provider will have access to GCIS studios for recording work commissioned by GCIS.

3.6. Prescribed Rates

- 3.6.1. The service provider will be required to submit quotes based on the rates in Rand value indicated in the table below in this paragraph 3.6.4.
- 3.6.2. These rates include VAT and constitute the full amount claimable per hour. Transport costs will as indicated in the table below, be reimbursed as per the approved government fuel rates.

- 3.6.3. The GCIS reserves the right to negotiate the rates, depending on the volume of the project.
- 3.6.4. GCIS may negotiate the price offered by the successful service provider if the price offered is deemed not market-related or may make use of alternative or service provider/s who also provided offers for this RFQ, should the price offers be market-related or the service provider/s be willing to negotiate.

DESCRIPTION	RATE FOR NORMAL TIMELINES
South African Sign Language interpreting service	Not exceeding R1 600 per hour per interpreter.
Transport	To be calculated according to the approved government fuel rates.

4. PAYMENT TERMS

- 4.1. Payment of valid invoices submitted for services rendered satisfactorily shall be made into the service provider's bank account within 30 days.
- 4.2. The GCIS will not, under any circumstances whatsoever, provide advance payment to service providers.
- 4.3. The GCIS will not be held liable for any expenses incurred by prospective service providers in the preparation and submission of their bid proposals.

5. SPECIAL CONDITIONS OF THIS RFQ

- 5.1. **The GCIS may, before awarding the bid, cancel this RFQ for the following reasons:**
- 5.1.1. Changed circumstances where there is no longer a need for the goods/services specified in the invitation to bid; and/or
- 5.1.2. Funds that are no longer available to cover the total envisaged expenditure; and/or
- 5.1.3. No acceptable offer is received; and/or
- 5.1.4. There is a material irregularity in the tender; and/or
- 5.1.5. Material errors in the specifications except for minor grammatical errors that do not affect the context.
- 5.2. The appointed service provider and their appointed SASL interpreters will be subjected to positive screening processes and subsequently top-secret vetting.

- 5.3. A Service-Level Agreement (SLA) will be signed by the successful service provider and GCIS. While the SLA is being finalised, the performance of the successful service provider will be managed through the General Conditions of Contract as well as the requirements of this specification.

6. BID EVALUATION PROCESS AND EVALUATION CRITERIA

6.1. Bid Evaluation Process

- 6.1.1. The proposals for this tender / bid will be evaluated in terms of the PPR-2022 and the GCIS SCM Policy.
- 6.1.2. This RFQ falls within the 80/20 principle. On this basis, GCIS has allocated 80 points for price and 20 points for specific RDP goals.
- 6.1.3. With respect to functionality, GCIS has set minimum standards (gates) that a potential bidder/s needs to meet. In this regard the evaluation process will be a three-phased process consisting of Pre-qualification Criteria (Gate 0), Functional Evaluation Criteria (Gate 1), and Price and Specific RDP Goals (Gate 2) set as minimum standards (Gates) to be met by prospective service providers in order to be awarded the contract to provide the required SASL interpreting services.
- 6.1.4. Prospective service providers that score 60% or more on functionality will proceed to Gate 2, to be evaluated on price and RDP Goals.
- 6.1.5. The service provider that scores the highest preference points will be recommended for award to provide the service.

6.1.6. Table 1: The minimum standards consist of the following:

Mandatory requirement (Gate 0)	Functionality (Gate 1)	Price and Specific RDP Goal (Gate 2)
- Each service provider must have a minimum staff complement of at least four (04) SASL interpreters in their staff establishment. - Bidders must submit copies of the SAQA-accredited (NQF level 6 Language Practice with SASL as one of the languages of specialisation) interpreting qualifications of at least four (04) SASL interpreters in their staff establishment.	Prospective service providers that score 60% or more on functionality will proceed to Gate 2.	Potential bidder/s will be evaluated in terms of the 80/20 preference points system, where 80 points will be for the predetermined rates and 20 points will be for specific RDP goals listed below: - Enterprises that are 40% or more owned by women. - Enterprises that are 20% or more owned by persons with disabilities.

		Promotion of Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) may be in a city, urban area, province, regional area or municipality.
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7.1 **Preferential procurement points**

7.1.1 In line with the Preferential Procurement Regulations of 2022 (PPR-2022) and the GCIS Supply Chain Management (SCM) Policy, for this RFQ, the specific goals are as per paragraph 7.1.2.

7.1.2 Prospective service provider/s are to ensure that they provide the relevant required supporting documentation to claim the preference points. The required supporting documentation for each RDP goal and descriptions are outlined in the paragraphs below.

7.1.2.1 **Promotion of enterprises that are 40% or more owned by women.**

7.1.2.1.1 To claim preference points in this regard, prospective service providers are to provide the following information:

- (i) A valid B-BBEE Certificate or a valid sworn affidavit to support proof of ownership by women.

7.1.2.2 **Promotion of enterprises that are 20% or more owned by persons with disabilities.**

7.1.2.2.1 To claim preference points in this regard, prospective service providers are to provide the following information:

- (i) A valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by persons with disabilities.

7.1.2.3 **Promotion of Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) may be in a city, urban area, province, regional area or municipality;**

7.1.2.3.1 To claim preference points in this regard, prospective service providers are to provide the following information:

- (i) A valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME).

7.1.3 Prospective service providers wishing to claim points in terms of the Preferential Procurement Regulations of 2022 should complete the SBD 6.1. Failure by the potential bidder/s to complete the SBD 6.1 will lead to the potential bidder/s being ineligible to claim points in this regard.

7.1.4 Prospective service provider/s are to ensure that they provide all the relevant required supporting documentation to claim the preference points.

7.1.5 Table 2 below indicates the points allocated for preferential procurement for this RFQ.

Table 2 Preferential procurement points

AREAS OF EVALUATION	POINTS
Points for predetermined rates published with this tender	80
Promotion of enterprises that are 40% or more owned by women.	5
Promotion of enterprises that are 20% or more owned by persons with disabilities.	10
Promotion of Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) may be in a city, urban area, province, regional area or municipality	5
TOTAL	100

7.2 Bid Evaluation Criteria

7.2.1 Pre-qualification Criteria – Gate 0

7.2.1.1 Without limiting the generality of GCIS's other critical requirements for this RFQ, prospective service providers must submit the documents listed in Table 3 below. All documents must be fully completed and signed by the duly authorised representative of the potential bidder/s.

7.2.1.2 Prospective service provider/s must note that during this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The prospective service provider/s' proposal/s will be disqualified for non-submission of any of the documents.

Table 3: Mandatory Documents that must be submitted for pre-qualification

Documents that must be submitted	Non-submission will result in disqualification	
Each service provider must have a minimum staff complement of at least four (04) SASL interpreters in their staff establishment.	YES	Four (04) CVs of the interpreters in their staff establishment. Failure to submit the relevant required documentation will result in the disqualification of the proposal.

Bidders must submit copies of the SAQA-accredited (NQF level 6 Language Practice qualification with SASL as one of the languages of specialisation) interpreting qualifications of at least four (04) SASL interpreters in the staff establishment of the service provider.	YES	Proof of four (04) valid NQF level 6 Language Practice qualifications with SASL as one of the languages of specialisation. N.B: Only relevant qualifications must be submitted. Failure to submit the relevant documentation will result in the disqualification of the proposal.

7.2.2 Technical Evaluation Criteria - Gate 1

7.2.2.1 Only prospective service providers that have met the Pre-Qualification Criteria (Gate 0), as per the mandatory requirements, will be evaluated on functionality/technical criteria in Gate 1. It is therefore critical that the proposal/s submitted by prospective service provider/s must clearly address the criteria in Table 4 below. The evaluation criteria indicated in Table 4 below will be used for evaluation in this Gate.

7.2.2.2 Table 4 Technical Evaluation Criteria – Gate 1 (functionality)

Gate 1: Technical Evaluation Criteria

Aspect	Description	Weight	Value
Experience of the company	A comprehensive company profile detailing the experience of the prospective service provider in providing the services indicated in sections 2 and 3 of the specification. 3 years' experience = 3 4 years' experience = 4 5 or more years' experience = 5	(30)	
	Proof of SASL interpreting and voice-over capabilities, in the form of a 10-minute video depicting at least four (04) interpreters providing SASL interpreting and voice-over of the audio/script attached to the addendum.	(20)	
	Proof of simultaneous SASL interpreting capabilities, in the form of a 10-minute video showcasing samples of previous work done by at least two (02) interpreters in simultaneous SASL interpreting from English to SASL.	(20)	

Aspect	Description	Weight	Value
References	Signed reference letters from at least a minimum of three (3) or more previous contactable clients for whom similar services have been rendered during the past five years. • 3 contactable reference letters = 3 • 4 contactable reference letters = 4 • 5 or more contactable reference letters = 5	(20)	
Account Management	Detailed CV of the account manager that will be dedicated to GCIS for this RFQ.	(10)	
Total Points		100	

Values: 0 = no information; 1 = poor; 2 = average; 3 = acceptable; 4 = very good; 5 = excellent.

The percentage for functionality will be calculated as follows:

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

Where:

A = total score for the bidder

B = maximum score, i.e. 500

NB: Prospective service providers must provide all the information, documents and videos required according to the specification/terms of reference.

7. NON-COMPULSORY BRIEFING

7.1. A non-compulsory hybrid briefing session will be held as follows:

7.1.1. Date of non-compulsory hybrid briefing: **30 October 2026**

7.1.2. Time: 10:00 – 12:00

7.1.3. <https://teams.microsoft.com/meet/381964409622751?p=uKk0yXYPWS3VESeVWi>

8. CLOSING DATE FOR SUBMISSION OF BIDS

8.1. All required documentation and videos must be delivered to the GCIS not later than **06 November 2026 at 11:00**. Submissions received after this deadline will not be considered.

8.2. Submissions (in a sealed envelope marked **RFQ 012-2026/2027** may be deposited by hand in the tender box at the **GCIS head office: Tshedimosetso House, 1035 Cnr Francis Baard Street and Festival Street, Hatfield, Pretoria**, for the attention of The Head: SCM or mailed to: The Head: SCM, GCIS, Private Bag X745, Pretoria, 0002. No emailed proposals will be accepted.

NB: NO LATE OR EMAILED SUBMISSIONS WILL BE CONSIDERED.

9. TECHNICAL ENQUIRIES

Contact persons:

Ms Nomgcibelo Motha

Tel: 012 473 0211

Email: nomgcibelo@gcis.gov.za

FOR BIDDING PROCEDURES ONLY:

Contact persons:

Mr Giovanni Jonker

Tel: 012 473 0194

Email: giovanni@gcis.gov.za

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

Approved by:

Ms Zanele Mngadi

Chairperson

Date:

Statement on the Cabinet meeting of Wednesday, 1 July 2026

A. ISSUES IN THE ENVIRONMENT

1. Comprehensive Approach to Managing Migration in South Africa

- 1.1 Cabinet extended its appreciation to South Africans who participated in peaceful protests against unregulated migration and commended the National Joint Operations & Intelligence Structures (NatJOINTS) for enforcing peaceful protests on 30 June 2026.
- 1.2 Cabinet also commended the work of the Inter-Ministerial Committee under the chairship of Minister of Justice & Constitutional Development, Ms Mmamoloko Kubayi, for the sterling work in the implementation of the Comprehensive Approach to managing migration as announced by President Ramaphosa on 7th June 2026.
- 1.3 Cabinet received an update on the implementation of the five pillars of the Comprehensive Approach, which progress include under the Law enforcement pillar:
 - 1.3.1 Increased labour inspections at companies suspected of employing undocumented foreign nationals, under the guidance of the Deputy Ministers of Employment and Labour, (Mr. Jomo Sibiya), Home Affairs (Mr. Njabulo Nzuza) and Police (Dr. Polly Boshielo).
 - 1.3.2 Ensuring orderly and lawful deportations with the re-establishment of Immigration Specialised Court in Durban (that worked to process deportations that were being facilitated at Sherwood, in Durban), the Immigration Court in OR Tambo International Airport, and the reactivation of a court at the Lindela Repatriation Centre in Krugersdorp.
 - 1.3.3 Swift response to support repatriation initiatives of home countries to ensure coordinated and dignified repatriations. This has resulted in the IMC swiftly setting up a temporary repatriation centre in Musina for efficient facilitation under conditions that are dignified and humane. In this regard, Cabinet extended its

appreciation to non-profit organisations such as the Gift of the Givers, Ashraful Aid, and Mahlasela Foundation.

- 1.3.4 Since the 7th of June 2026, the Border Management Authority has intercepted more irregular migrants attempting to enter the country unlawfully, comprising of undocumented migrants, undesirable persons and refusals due to non-compliant travel documents.
- 1.3.5 NATJOINTS has detailed on criminal cases opened against criminality including public disorder and incitement-related criminal cases that have been registered, suspects arrested, and cases that are before the courts and those under active investigation
- 1.4 On Thursday, 02 July 2026, some of the members of the IMC conducted an inspection-in-loco on the Limpopo-Zimbabwe border to appreciate the scope of work for the IMC work-stream on border infrastructure improvements.

2. Bafana Bafana's Stellar Performance at the 2026 FIFA World Cup

- 2.1 Cabinet joined the nation in congratulating Bafana Bafana on their stellar performance at the 2026 FIFA World Cup, which saw the team progressing to the Round-of-32 for the first time since South Africa's 1998 World Cup debut.
- 2.2 Bafana Bafana also displayed impressive football against Canada in the round of 32 where they heartbreakingly lost to a stoppage time goal. Our nation is extremely proud of our boys who showed that they could go toe to toe with the best on the global stage.
- 2.3 Thank you, South Africa, for your hearty welcome to our Boys (Bafana Bafana).

ECONOMY:

1. South Africa Records Significant Improvement in Global Competitiveness Rankings

- 1.1 Cabinet welcomed South Africa's significant improvement in global competitiveness as reflected in the 2026 World Competitiveness Yearbook (WCY) which ranks us 54th compared to 64th in 2025.
- 1.2 The report was released in June 2026 by the Institute for Management Development (IMD) in partnership with Productivity SA saw South Africa improve by 10 places from its previous ranking.
- 1.3 The improved ranking is boosted by progress in government efficiency, growing business confidence and enhanced infrastructure management, underscoring the impact of ongoing reforms to strengthen economic performance and governance.

2. South Africa Infrastructure Summit Reinforces the Country's Public Investment Drive

- 2.1 Cabinet commended the successful hosting of the South Africa Infrastructure Summit and Expo from 9 to 11 June 2026 at the Gallagher Convention Centre in Johannesburg which provided an important platform to advance partnerships, mobilise investment and accelerate the implementation of strategic infrastructure projects.
- 2.2 Discussions focused on expanding public-private partnerships, improving logistics networks, and strengthening transport, water, and digital infrastructure to support economic growth and development. These infrastructure initiatives give effect to the commitments announced by President Cyril Ramaphosa in the 2026 State of the Nation Address, which outlined an ambitious program of infrastructure-led growth, with more than R1 trillion in public infrastructure over the medium term.

INTERNATIONAL RELATIONS

1. SACU Summit: Deepening Regional Integration

- 1.1 Cabinet commended the successes of the 9th Southern African Customs Union (SACU) Summit for Heads of State or Government on the 26th of June 2026.
- 1.2 A major outcome of the Summit and in line with the Re-Imagined SACU approach, members states reaffirmed their commitment to SACU as an engine to drive regional economic integration, industrial and economic diversification, expanded intra-regional trade and investment, policy harmonisation and sustainable economic development. Industrialisation remains at the Centre of SACU's developmental agenda.

2. Maintaining strategic relations with China

- 2.1 Deputy President Paul Mashatile concluded a successful working visit to China from 20 to 26 June 2026, aimed at further strengthening economic relations and expanding opportunities for investment and industrial cooperation. During the visit, he also held a bilateral meeting with His Excellency Mr Han Zheng, Vice President of the People's Republic of China, to discuss matters of mutual interest and further strengthen bilateral economic ties.
- 2.2 During the visit, Deputy President Mashatile participated in the Fourth China International Supply Chain Expo, where he reinforced South Africa's position as a gateway to Sub-Saharan Africa for trade, investment and industrial cooperation. The strengthened partnership is expected to attract increased investment, expand opportunities for local businesses and support inclusive economic growth that create jobs.

A. CABINET DECISIONS

1. Draft Strategic Petroleum Stocks Policy

- 1.1. Cabinet approved the publication of the draft Strategic Petroleum Stocks Policy for public comment.

- 1.2. The policy aims to strengthen South Africa's energy security and minimise the economic impact of supply shocks. It follows a comprehensive study commissioned by government in 2024 on the country's strategic petroleum stocks, which identified areas requiring attention, including the need to strengthen stockholding arrangements and increase domestic refining capacity.
- 1.3. The policy proposes a mixed stockholding model under which the South African National Petroleum Company (SANPC) will maintain strategic reserves equivalent to 60 days of net imports for both crude oil and refined petroleum products, with a phased increase to 90 days over the long term. The policy will contribute to safeguarding national energy security, improving resilience against global supply shocks and supporting sustainable economic growth.

2. Integrated Social Facilitation Framework

- 2.1. Cabinet approved the Integrated Social Facilitation Framework (ISFF) as a binding national policy instrument to standardise and institutionalise community engagement in infrastructure delivery across all spheres of government, state-owned entities and infrastructure development stakeholders.
- 2.2. The framework is intended to address community protests, project disruptions, vandalism, delays and security risks by promoting structured community participation throughout the infrastructure project lifecycle, thereby strengthening public trust, social cohesion and protection of infrastructure investments.
- 2.3. The ISFF introduces a professionalised and coordinated approach to social facilitation, including accreditation of Social Facilitators, clearer governance arrangements, stronger monitoring and evaluation, and a risk-based approach to managing community-related risks.

3. Ministerial Working Group on science, technology and innovation (STI) funding report

- 3.1. Cabinet approved the release of the Science, Technology and Innovation Funding Report for public comments.
- 3.2. The report emphasises the need for South Africa to avoid over-reliance on foreign funding and to build local funding capacity to mitigate threats posed to the country's research programmes in order to safeguard South Africa's scientific sovereignty.

4. Ratification of the Southern African Development Community (SADC) Protocol on Industry

- 4.1. Cabinet approved the submission of the SADC Protocol on Industry to Parliament for ratification. The Protocol is a legally binding regional agreement aimed at developing a diversified, innovative and globally competitive industrial base across Southern Africa. Its objective is to promote sustainable and inclusive economic growth.
- 4.2. South Africa's ratification of the Protocol will contribute bringing it to force and effect as we contribute to focus on regional economic and industrial development and promote a transition from the export of raw materials to the export of higher-value manufactured products.

5. Ratification of the Agreement on the Conservation and Sustainable Use of Marine Biological Diversity of Areas Beyond National Jurisdiction

- 5.1. Cabinet approved the submission of the Agreement on the Conservation and Sustainable Use of Marine Biodiversity Diversity of Areas Beyond National Jurisdiction (BBNJ Agreement) to Parliament for ratification. Also known as the High Seas Treaty, the Agreement is a legally binding United Nations instrument designed to promote the conservation and sustainable use of marine biodiversity in international waters.
- 5.2. South Africa played an active role in negotiating the Agreement under the United Nations Convention on the Law of the Sea. The BBNJ Agreement is expected to

strengthen global ocean governance by enhancing international cooperation in the protection and sustainable management of marine resources in international waters.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ 012-2026/2027	CLOSING DATE: 06 NOVEMBER 2026	90 DAYS	CLOSING TIME:	11:00
DESCRIPTION	SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER 600 HOURS OF SOUTH AFRICAN SIGN LANGUAGE (SASL) INTERPRETING AND VOICE-OVER SERVICES TO THE GCIS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
1035 TSHEDIMOSETSO HOUSE					
C/O FRANCIS BAARD AND FESTIVAL STREET					
HATFIELD					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Giovanni Jonker/Namane Mahlaba		CONTACT PERSON	Simphiwe Mngomezulu/Nomgcibelo Motha	
TELEPHONE NUMBER	012 473 0116/0093		TELEPHONE NUMBER	012 473 0211	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	giovanni@gcis.gov.za / namane@gcis.gov.za		E-MAIL ADDRESS	simphiwe@gcis.gov.za / nomgcibelo@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ 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:

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: ...RFQ 012-2026/2027
CLOSING TIME 11:00	CLOSING DATE: 06 November 2026

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER 600 HOURS OF SOUTH AFRICAN SIGN LANGUAGE (SASL) INTERPRETING AND VOICE-OVER SERVICES TO THE GCIS.

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation Of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	-----	-----	R-----
	-----	-----	R-----
	-----	-----	R-----
	-----	-----	R-----
		TOTAL: R.....	

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

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

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

Any enquiries regarding bidding procedures may be directed to the –

GCIS
1035 Francis Baard Street
Hatfield

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

Or for technical information –
Simpfiwe Mngomezulu / Nomgcibelo Motha
Tel: 012 473 0211

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price		80		
Promotion of enterprises that are 40% or more owned by women.		5		
Promotion of enterprises that are 20% or more owned by persons with disabilities.		10		
Promotion of Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) may be in a city, urban area, province, regional area or municipality		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.