government
communications
Department:
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REPUBLIC OF SOUTH AFRICA

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RFB 008/2026/2027

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A DIGITAL CONTENT MANAGEMENT AND ARCHIVING SYSTEM FOR A PERIOD OF THREE (03) YEARS INCLUDING MAINTENANCE AND SUPPORT

1. PURPOSE

1.1. The purpose of this RFB is to invite bidders in the audio-visual industry to submit bid proposals to provide a Digital Content Management and Archiving system developed using open-source software for a period of three (03) years including maintenance and support. The system should assist Government Communication and Information Systems (GCIS) to effectively upload Multimedia content with meta data for storing, retrieving / searching, sharing and archiving the content.

2. BACKGROUND

2.1. GCIS is mandated to deliver effective strategic government communication, set and influence adherence to standards and coherence of message and proactively communicate with the public about government policies, plans, programmes and achievements. The Programme: Content, Processing and Dissemination aims to provide core communication services to GCIS, government departments, State Owned Entities (SOE's), through both in-house and outsourcing. The Programme: Content Processing and Dissemination produces and disseminates communication products through various appropriate platforms and mechanisms to reach the intended public, and this is driven by Media Buying, Media Production, Products and Platforms, and Marketing and Events Management directorates.

2.2. The Programme: Content Processing and Dissemination section produces a wide range of products in digital multimedia formats such as audio clips, news bulletins, audio recordings, graphic design related products, video clips, video footage, photographs, online magazines and online newspapers.

2.3. In GCIS, there are three (03) directorates responsible for producing a range of communication products to enable GCIS to achieve its mandate.

***Table 1** : GCIS Content-Producing Business Units, Products and Publishing Platform*

Business Units	Products	Published and shared platforms
1. Directorate: Vuk'uzenzele	1) Vuk'uzenzele (Online SA Government Newspaper) 2) Public Sector Manager magazine (Online)	Current links 1) http://www.vukuzenzele.gov.za/ https://www.publicsectormanager.gov.za/
2. Directorate: Content Development	1) South Africa (SA) Yearbook (Online) 2) SA Pocket Guide (Online)	Current links: 1) http://www.gcis.gov.za/content/resourcecentre/sa-info/yearbook 2) http://www.gcis.gov.za/content/resourcecentre/sa-info/pocketguide
3. Directorate: Media Production	Photos, Videos, Leaflets, booklets, posters and certificates (Digital)	1) Photos shared via flickr website GovernmentZA | Flickr 2) Videos shared via YouTube: GovernmentZA - YouTube 3) Posters and brochures are stored and shared on the GCIS website and accessible via Posters and brochures | Government Communication and Information System (GCIS) 4) GoZAtv :https://cocreataz.co.za/partners/goza-tv

2.4. Most GCIS multimedia products are currently stored on an internal server. This content must be migrated to the new Digital Content Management and Archiving System for public access.

2.5. The products are shared with mainstream media, published on the GCIS website, and provided to client departments and other stakeholders on request. These requests are currently managed manually by email, which is time-consuming. The new system should therefore include a request-management function.

2.6. Given the size and range of multimedia file formats, GCIS requires a reliable system that provides sustainable access and enables designated officials to upload completed event-coverage files remotely.

GCIS follows the National Archive practise and principles for storing and archiving audiovisual content and digital media assets. The multimedia products need to be archived in a centralised place for future usage, referral and compliance.

3. SCOPE OF WORK

3.1. The successful bidder will be required to provide a Digital Content Management and Archiving System using open-source software to manage and archive GCIS multimedia and digital media products. GCIS shall retain a perpetual, unrestricted right to use, operate, maintain, modify and further develop the system after the contract ends, without additional licence fees or dependency on the service provider. Ownership of all custom-developed source code, configurations, integrations and documentation produced under the contract shall vest in GCIS.

The scope of work includes the following in-scope activities:

1) Storing, managing, archiving, retrieving, and sharing large volumes of audiovisual and digital media content.
2) Supporting multiple digital multimedia formats (video, audio, photography, design files, publications, articles.)
3) Managing and tracking requests for multimedia products through the system.

3.2. System Ownership

3.2.1. The system shall be configured to meet the GCIS requirements, and the ownership of the system shall remain the property of GCIS indefinitely. GCIS will manage users access rights for internal users and external clients.

3.3. Data Residency, Ownership and Hosting Restrictions

3.3.1. The Digital Content Management and Archiving system shall be deployed, hosted, and configured exclusively within the SITA Private Cloud, using only SITA-approved hosting, storage, and database services.

3.3.2. Hosting of the Digital Content Management and Archiving system on supplier-owned infrastructure or public cloud platforms shall not be permitted.

3.3.3. All GCIS data, including audiovisual records, metadata, system databases, and digital assets generated or stored as part of this project, shall remain the sole property and intellectual property of GCIS.

3.3.4. Access to all GCIS data shall be restricted to authorised and designated GCIS officials only.

3.3.5. Any data, metadata, system configurations, customisations, and modifications made to the digital content management and archiving system during the contract period shall remain the exclusive intellectual property of GCIS.

3.3.6. The appointed service provider shall collaborate with the GCIS IT component to support system configuration, integration, security alignment, and compliance requirements, where applicable.

3.3.7. The appointed service provider shall provide GCIS with documented minimum end-user IT requirements, including supported software, required for optimal system performance.

3.4. Database and Hosting Configurations requirements

The appointed service provider will be responsible for the following:

3.4.1. Configuring storage and database components within the SITA Private Cloud.

3.4.2. Provisioning, configuration, and deployment of the Digital Content Management and Archiving system on the SITA Private Cloud infrastructure.

3.4.3. Configuring and customising the solution to comply with government archiving standards, the GCIS records classification standards, and the GCIS schedule of records other than correspondence.

3.4.4. Implement secure data transfer mechanisms (equivalent to encrypted APIs, VPN tunnels, or secure file transfer protocols)

3.5. Data Migration

3.5.1. The service provider must migrate existing audiovisual and digital media content from the current storage system to the implemented Digital Content Management and Archiving System. The current storage system contains 90TB of content. The migration must ensure data integrity, metadata realignment, and full searchability of all migrated content within the Digital Content Management and Archiving System.

3.6. Training and Knowledge Transfer

3.6.1. The service provider must provide structured training plan and knowledge transfer to the system users and provide the following training documentation:

3.6.1.1. A step-by-step digital user manual

3.6.1.2. System administration, configurations and operational documentation

3.6.1.3. Provide training to the following user groups:

3.6.1.3.1. System Administrators
3.6.1.3.2. End-User Groups

3.7. **System Support and Maintenance**

3.7.1. The service provider must provide system maintenance and support for a period of three (3) years, which shall include:

3.7.1.1. Operational support

3.7.1.2. Troubleshooting and issue resolution

3.7.1.3. Maintenance and software updates.

3.7.1.4. Entry into a formal Service Level Agreement (SLA) with GCIS, defining support levels, response times, and escalation procedures

4. NON-FUNCTIONAL REQUIREMENTS

The proposed system must meet the following non-functional requirements:

4.1. Availability, Accessibility and Usability

4.1.1. Web-based accessibility and high availability
4.1.2. Browser and device compatibility (desktop, tablet, mobile, Mac-book)
4.1.3. Operating System (OS) Compatibility (Windows, Android & Apple Mac)
4.1.4. Usability and intuitive user interface for public and professional users
4.1.5. High system reliability during peak usage periods
4.1.6. The system shall support configuration of the user interface to comply with GCIS branding guidelines.

4.2. Performance and Efficiency

4.2.1. Efficient processing of high volumes of multimedia content
4.2.2. Support for concurrent internal and external user access
4.2.3. High-performance search indexing and fast content retrieval
4.2.4. Optimised delivery for large media files (images, audio, video)

4.3. Security, Rights and Access Control

4.3.1. Secure authentication, encryption, and role-based access control
4.3.2. Configurable user access levels and entitlement enforcement
4.3.3. Digital rights protection and controlled content delivery

4.4. Compliance and Governance

4.4.1. Compliance with POPIA, PAIA and records-management legislation
4.4.2. Compliance with international digital asset management best practices
4.4.3. System logging sufficient to support legal, audit, and forensic review
4.4.4. Compliance with the National Archives and Records Service of South Africa Act, 1996 (Act No. 43 of 1996)
4.4.5. Compliance with the Records Management Policy Manual (South Africa)
4.4.6. Compliance with MoReq2010 (European Model Requirements for Electronic Records Management), with certification where applicable
4.4.7. Compliance with US DoD 5015.2 (Defense Records Management Standard), with certification where applicable.

4.5. **Integration and Interoperability:** Integration via standard Application Programming Interfaces (APIs) and interoperability with existing systems.

4.6. Monitoring, Audit and Reporting

4.6.1. Monitoring, reporting, and comprehensive audit logging
4.6.2. Automated system monitoring and alerting

4.7. **Business Continuity:**

4.7.1. Audiovisual records recovery for accidentally deleted files

4.8. **Project Management and Delivery**

4.8.1 The bidder shall submit a high-level project implementation plan for the Digital Content Management and Archiving System. The plan must clearly set out the implementation methodology and phases; key activities and deliverables; measurable milestones and acceptance criteria; start and completion timelines; resource allocation and roles; governance, reporting and escalation arrangements; dependencies and assumptions; risk and issue management; stakeholder communication; quality assurance; change management; data migration; testing; training; go-live; and post-implementation support

4.9. **Training Plan**

4.9.1 The bidder must submit a comprehensive training plan demonstrating how GCIS users will be trained to use and administer the system. The plan should specify:

a) the training objectives and expected learning outcomes;
b) the user groups to be trained, including system administrators and end users;
c) the training modules and detailed course content for each user group;
d) the training schedule
e) relevant experience of the proposed trainer(s);
f) the training materials to be provided, including user manuals, administrator guides, quick-reference guides and practical exercises;
g) the method for recording attendance and evaluating training effectiveness;
h) the arrangements for knowledge transfer, refresher training and post-training support.

4.9.2 The plan should clearly identify responsibilities, dependencies, assumptions and timelines, and must be aligned with the project implementation and go-live schedule.

5. TECHNICAL FUNCTIONALITY REQUIREMENTS

Digital Content Management and Archiving System for Audiovisual Products and Digital Media Products. The proposed Digital Content Management and Archiving System shall be developed using open-source software which shall remain as the

property of GCIS. The system shall provide the following technical and functional capabilities:

CRITICAL FUNCTIONS REQUIRED FOR THE DIGITAL CONTENT MANAGEMENT AND ARCHIVAL SYSTEM

5.1. Centralized Digital Content Repository

5.1.1. The system shall function as a centralised repository for audiovisual and digital media content, including images, audio, video, and live-streamed content.
5.1.2. The system shall support the full content lifecycle, from ingestion and cataloguing to retrieval, distribution, archiving, and long-term preservation.
5.1.3. The system shall support scalable storage, including separate scalable storage for large video content volumes.

5.2. Open-Source Components and Licensing Schedule

5.2.1. GCIS prefers permissive, OSI-approved open-source licenses that ensures perpetual use of the product (all components) and the retention of intellectual property over data.

5.2.2. The bidder shall submit a complete component and licensing schedule for the proposed system. The schedule must identify every software component, module, framework, library, plug-in, database, integration tool and other dependency included in the solution.

5.2.3. For each item, the bidder shall provide the component name and version, purpose within the solution, licence name and type, licence owner or source, applicable licence obligations or restrictions, any associated once-off or recurring costs, and confirmation that GCIS may use, operate, maintain, modify and appoint another service provider to support the solution without licence-related restrictions or undisclosed fees.

5.2.4. The bidder shall attach or provide references to the applicable licence terms and clearly identify any proprietary or third-party component. The use of undisclosed components, licences, subscriptions or dependencies will not be permitted.

5.3. Public Accessibility

5.3.1. The system shall provide controlled access to public users.
5.3.2. Public users shall be able to search, preview, and request content through a secure, web-based interface.
5.3.3. External access shall support preview-only access to protected content prior to approval.

5.4. Advanced Search and Discovery

5.4.1. The system shall support advanced keyword-based search across metadata, descriptions, captions, and indexed content.
5.4.2. The system shall enable highly specific metadata-driven searches (event, location, topic, context).
5.4.3. The system shall support face recognition search to retrieve all content items featuring a specific individual.
5.4.4. The system shall support Boolean search and filtering based on access permissions.
5.4.5. The search function shall support Artificial Intelligence (AI) features.
5.4.6. The system shall support voice search.

5.5. Content Categorization and Metadata Management

5.5.1. The system shall allow GCIS users to create and manage content categories, subcategories, classifications, and controlled vocabularies.
5.5.2. The system shall support the capture, editing, and maintenance of detailed metadata to enhance content organisation and retrieval.
5.5.3. Meta-data fields shall be configurable per content type.
5.5.4. The system shall support automated extraction of technical metadata (duration, resolution, format).
5.5.5. Automated duplicate files identification.

5.6. Public user Content Request approval workflow

5.6.1. The system shall provide a Content Request Basket allowing users to select multiple media content during a browsing session.
5.6.2. Users shall be able to submit consolidated requests for, approval, or release, similar to industry-standard media platforms.
5.6.3. Submitted requests shall enter a structured, configurable approval workflow.

5.7. User Verification and Differentiated Access

5.7.1. The system shall automatically verify and classify users base on the registered user profile on user type such as government departments and schools, educational institutions, private individuals, private companies.
5.7.2. Access rights, licensing rules, and usage conditions shall be allocated based on user type.
5.7.3. The system shall support differentiated charging, subscription tiers, and free-access rules based on classification.

5.8. Content Protection, Audit Trails and Compliance

5.8.1. The system shall protect all content from unauthorised use through watermarking, access restrictions, Digital Rights Management (DRM) and controlled downloads.
5.8.2. The system should provide features for usage analytics including searches, requests, approvals, downloads, and releases.

5.9. Low-Resolution and Watermarked Previews

5.9.1. The system should automatically generate low-resolution proxy files for preview and workflow efficiency.
5.9.2. All externally searchable content should be displayed in low resolution and protected with visible watermarking.
5.9.3. Proxy files should remain linked to original high-resolution assets.
5.9.4. High-resolution or unwatermarked content should only be accessible following approval and release.

6. OTHER REQUIRED SYSTEM FUNCTIONS FOR THE DIGITAL CONTENT MANAGEMENT AND ARCHIVING SYSTEM

6.1. Support for Multiple Content Types

The system shall support management of the following content types:

6.1.1. Photographs and images
6.1.2. Audio recordings and podcasts
6.1.3. Video footage and clips
6.1.4. Graphic design, publication files, and editorial files
6.1.5. Support for high-compression yet high-quality video formats which are not limited to AVI, MP4, MOV, MXF, H.264, H.265, ProRes, DNxHD, AVCHD, XAVC-I, XAVC-S, XF-AVC and any future high-quality formats.

6.2. Remote Content Ingestion and Management

6.2.1. The system shall enable authorised users to upload and categorise content remotely from any location and device.
6.2.2. Automated live uploads to the System and updating of various file formats as follows:

6.2.2.1. For video:
6.2.2.2. AVI, MP4, MOV, MXF, H.264, H.265, ProRes, DNxHD, H.262, M-JPEG, 3GP, MTS, AVCHD, XAVC-I, XAVC-S, XF-AVC
6.2.2.3. For Audio:

6.2.2.4. AIFF (.aiff / .aif), ALAC (.m4a), AAC (.aac), M4A (.m4a) , WMA (.wma), OGG (.ogg), Opus (.opus), AMR (.amr), WAV (.wav), MP3 (.mp3), FLAC
6.2.2.5. For Photos: ind, .psd, .ai, .pdf, .docx, .jpeg, .gif, .png,
6.2.2.6. For Graphic design: Pdf, png,ai

6.2.3. The system shall support ingestion from multiple sources, including cameras, mobile devices, computers, and external storage.
6.2.4. The system shall support simultaneous multi-user uploads.
6.2.5. The system shall perform automatic file integrity checks during ingestion.

6.3. Media Processing, Transcoding and Playback

6.3.1. The system shall support automated transcoding of audiovisual content into standardised and optimised formats.
6.3.2. The system shall support high-efficiency video formats (H.265, AV1).
6.3.3. The system shall support adaptive streaming
6.3.4. Automate transcoding for non-compliant formats.
6.3.5. Convert audio visual content from various formats which are AVI, MP4, MOV, MXF, H.264, H.265, ProRes, DNxHD, H.262, M-JPEG, 3GP, MTS, AVCHD, XAVC-I, XAVC-S, XF-AVC, to a standardized format
6.3.6. The system shall support various resolutions for video playback which are as follows:

***Table 2**: Supported Video Resolutions and Display Specifications*

Resolution Type	Common Name	Aspect Ratio	Pixel Size
SD (Standard Definition)	480p	04:03	640 x 480
HD (High Definition)	720p	16:09	1280 x 720
Full HD (FHD)	1080p	16:09	1920 x 1080
QHD (Quad HD)	1440p	16:09	2560 x 1440
2K video	1080p	1:1.77	2048 x 1080
4K video or Ultra HD (UHD)	4K or 2160p	1:1.9	3840 x 2160

6.3.7. The system must support high-quality audio playback across commonly used industry-standard formats, including but not limited to the following:

6.3.7.1. AIFF (.aiff, .aif)
6.3.7.2. ALAC (.m4a)
6.3.7.3. AAC (.aac)
6.3.7.4. M4A (.m4a)
6.3.7.5. WMA (.wma)

6.3.7.6. OGG (.ogg)
6.3.7.7. Opus (.opus)
6.3.7.8. AMR (.amr)
6.3.7.9. WAV (.wav)
6.3.7.10. MP3 (.mp3)
6.3.7.11. FLAC

6.4. Editing and Production Workflow Integration

6.4.1. The system shall integrate with audiovisual editing tools and production environments through workflow
6.4.2. Edited content shall be exportable and re-importable without loss of metadata and version history.

6.5. Digital Preservation, Versioning and Records Management

6.5.1. The system shall support digital preservation standards (ISO 14721 OAIS).
6.5.2. The system shall support version control, including controlled major and minor versions.
6.5.3. The system shall support retention schedules, archival states (read-only), deletion and automated archiving.

6.6. Request Review, Approval, Release and Usage Control

6.6.1. Approval workflows shall enforce step-by-step processing and traceability.
6.6.2. The system shall automate processes to reduce turnaround times for content requests.
6.6.3. External users shall only be permitted to use content after authorisation by librarians

6.7. Publishing and Usage Control

6.7.1. The system shall enforce publishing permissions, usage restrictions, and release conditions.
6.7.2. The system shall enable dedicated users to review, approve, reject, or conditionally release content requests.

6.8. Publishing, Distribution and Syndication

6.8.1. Publishing shall be subject to permissions, rights, and release conditions.
6.8.2. The system shall allow approved content to be published or distributed directly to external digital platforms, including YouTube, TikTok, X (Twitter), Facebook, WhatsApp, GozaTV and similar platforms.

6.9. Publish Review, Approval and Release

6.9.1. Approval workflows shall enforce step-by-step processing and traceability.

6.9.2. The system shall automate processes to reduce turnaround times for content publishing.

6.10. **Content Request and Release Process**

6.10.1. The system should provide a feature for GCIS to generate quotations and allow the requester to confirm the payment. for chargeable content. Content shall be released only after confirmation of payment, where applicable.

6.10.2. Approved content shall be released via secure permission-based access.

7. INFORMATION REQUIRED FROM BIDDERS:

7.1. Standard Bidding Documents

7.1.1. The proposal must be accompanied with the following documents:

7.1.2. The standard bidding documents (SBD forms) are administrative documents as listed below. These documents must be fully and accurately completed and signed by the duly authorized representative of the prospective bidder. These documents must be submitted with the proposal:

7.1.2.1. Invitation to Bid – SBD 1;
7.1.2.2. Pricing schedule – SBD 3.3;
7.1.2.3. Declaration of Interest – SBD 4;
7.1.2.4. Preference Points Claim Form – SBD 6.1;
7.1.2.5. General Conditions of the contract (GCC) initialled on every page

7.1.3. Registration on Central Suppliers Database (CSD):

7.1.3.1. Bidder/s must be registered on the Central Suppliers Database (CSD) and provide CSD registration number. If a bidder is not registered, the bidder must complete the CSD registration of the company prior to submitting a proposal for this bid using the link **https://secure.csd.gov.za/**

8. MANDATORY REQUIREMENTS:

8.1. The bidder must submit a signed declaration that confirms the following:

a) **Proposed solution**: Name the proposed Content Management and Archiving system.
b) **Open-source licence**: State the applicable OSI-approved open-source licence(s).
c) **Supporting documentation**: Attach the relevant licence documentation.
d) **Usage rights**: Confirm GCIS's right to use the solution.
e) **Modification rights**: Confirm GCIS's right to modify the solution.
f) **Alternative service provider**: Confirm that, after the contract ends, GCIS may appoint another service provider to maintain the solution.
g) **No recurring licence costs**: Confirm that no recurring software licence fees will apply.
h) **No subscription dependency**: Confirm that the solution operates without an active subscription.

Failure to submit the declaration and supporting documentation will result in disqualification

9. RESPONSE TO THE REQUIREMENTS:

9.1. The bidder will be required to submit a proposal based on the requirements mentioned in Section 4, 5 and 6 to confirm if the proposed system can meet the GCIS requirements.

9.2. The bidder's proposal must be aligned to the headings and paragraph numbers of this document.

10. EXPERIENCE, CREDENTIALS, AND CAPACITY

10.1. The bidder must provide company profile on the implementation of a Digital Content Management and Archiving System for audiovisual and digital media products

10.2. The successful bidder must demonstrate by submitting a training plan on how training will be provided to GCIS on how to use the system.

10.3. The bidder must submit CVs demonstrating that the proposed Project Manager, Developer(s), Technical Specialist, and Trainer each have at least three years' relevant experience and the skills required to provide the Digital Content Management and Archiving System for audiovisual and digital media products, as specified in the scope of work and system requirements set out in Sections 3 to 6.

10.4. The bidder must provide contactable reference letters where the proposed system has been implemented within the past five (3) years. The signed contactable reference letter must contain the information:

10.4.1. Signed, dated reference letter on client letterhead with Company Name,
10.4.2. Client contact details
10.4.3. Duration of the implementation of the system
10.4.4. Number of experience will be calculated until the date of closing this bid.

11. MONETARY (PRICING) LIMIT AND INVOICING

11.1. Bidders are required to submit a detailed and fully costed pricing schedule for the provision, implementation, hosting, migration, training, and support of the Digital Content Management and Archiving System.

11.2. The total cost for this service must be fixed and VAT inclusive for a period of three years including price escalation.

11.3. In line with the government requirements in terms of payment of invoices, GCIS will settle each compliant invoice submitted by the supplier within 30 days of receipt of the invoice.

11.4. The service provider /s should indicate how payment for service rendered will be managed over a three-year period. However, it should be noted that the final payment arrangement will be discussed and agreed with the successful bidder upon appointment and prior rendering the required service.

11.5. A payment structure must indicate a total cost per year for the three-year period and a total of all three years combined as per example in table 3 below.

11.6. Bidders are required to submit detailed and fully inclusive pricing for both once-off and recurring cost components, including system licensing system configuration, customization and implementation, cloud hosting/ web-based hosting and storage, data migration, group training, training documentation and knowledge transfer, and ongoing system support and maintenance

11.7. The pricing tables set out below reflect the full cost of ownership associated with the procurement, implementation, and operation of the GCIS Digital Content Management and Archiving System over a three (03) years contract period.

***Table 3** : Pricing*

Components	Unit Cost	Total Cost (R) Year 1	Total Cost (R) Year 2	Total Cost (R) Year 3	Total cost
1 Implementation, configuration and customization of the	**R**	**R**	**R**	**R**	**R**

	Digital Content Management and Archiving System					
2	90TB Data Migration (Once Off)	**R**	**R**	**R**	**R**	**R**
3	User training and documentation	**R**	**R**	**R**	**R**	**R**
4	System Support and maintenance (Three years)	**R**	**R**	**R**	**R**	**R**
Grand Total			**R**	**R**	**R**	**R**

11.8. The bidder must provide a consolidated pricing summary that reflects the total cost of ownership (TCO) for the GCIS Digital Content Management and Archiving System over the full contract period of three (03) years, and the grand total inclusive of VAT. All costs must be quoted in South African Rand (ZAR) and remain valid for the duration of the contract.

12. SPECIFIC GOALS (PREFERENCE POINTS)

12.1. In line with the Preferential Procurement Regulations (PPR2022)of 2022 and the GCIS Supply Chain Management policy, for this RFB the specific goal for this bid is indicated on the paragraphs below.

12.2. The specific RDP goals indicated on the paragraphs below will apply for this RFB. Potential bidders / suppliers are to ensure that they provide all the relevant required supporting documentation to claim the preference points. The required supporting documentation and descriptions thereof are also outlined on the paragraphs below;

12.3. Promotion of Enterprises that are 40% or more owned by women. To claim preference points in this regard, potential bidders / suppliers are to provide the following information;

(i) Valid BBBEEE Certificate or a sworn affidavit as proof of whether the supplier is classified as women owned enterprise.

12.4. Promotion of Enterprises that are 20% or more owned by youth. To claim preference points in this regard, potential bidders / suppliers are to provide the following information;

(i) Valid BBBEE Certificate or a sworn affidavit to support proof of ownership by Youth.

12.5. Promotion of enterprises that are 20% or more owned by persons living with disabilities (Pwd). To claim preference points in this regard, potential bidders / suppliers are to provide the following information;

(i) Valid BBBEE Certificate or a sworn affidavit to support proof of ownership by persons living with disabilities (Pwd).

12.6. Failure to provide a valid BBBEE certificate or sworn affidavit will result in the prospective bidder not being allocated the points relating to specific RDP goals indicated in this RFB.

13. SPECIAL CONDITIONS OF THE RFB

13.1. GCIS may before award cancel this bid / RFB due to changed circumstances where there is no longer a need for the goods specified in the invitation and/or.
13.2. Funds are no longer available to cover the total envisaged expenditure and/or.
13.3. No acceptable offer is received and/or;
13.4. There is a material irregularity in the RFB process or specifications and/or
13.5. GCIS may negotiate the price offered by the successful service provider/s if the price offered is not market related or may make use of alternative and or service provider/s who also provided offers for this RFB should the price offered be market related or the service provider/s be willing to negotiate.
13.6. A service level agreement (SLA) will be signed between the successful bidding company and GCIS. The SLA must be signed withing 21 days after awarded. The SLA must be in line with GCIS Supply Chain Management guidelines and Legal Services. Inclusive in the SLA will be as follows;

13.6.1. All data, information, and records created, received, stored, or processed in the system during the execution of this contract shall remain the exclusive property of GCIS.
13.6.2. The source code shall remain the exclusive property of GCIS
13.6.3. The service provider will have no rights to use or share any content stored in the system.
13.6.4. The service provider must ensure confidentiality of the content stored in the system at all material times.
13.6.5. The appointed service provider shall, upon termination or expiry of the contract, transfer all data to GCIS in a complete, structured, and accessible format, and certify the deletion of any remaining copies in their possession, unless otherwise approved in writing by GCIS.
13.6.6. The open-source software used in the development of the Content Management System must not require any additional proprietary components, licenses, or third-party dependencies

14. BID EVALUATION PROCESS AND EVALUATION CRITERIA

14.1. BID EVALUATION PROCESS

14.1.1. The bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals.

14.1.2. The evaluation process will be a four-phase process consisting of Pre-Evaluation, Technical Evaluation, Presentation, Price and Preference Point System phases set as minimum standards (Gates) that prospective service provider/s must meet in order to be selected as successful service provider/s.

14.1.3. The four-phase process is set out in the table below:

***Table 4** : Evaluation Phases*

Gate 0: Pre-Qualification	**Gate 1:** Functionality	**Gate 2** Demonstration of system (Presentation of submitted proposals)	**Gate 3:** Price and Specific RDP goals
• Bidders must submit **all** the documents as outlined in **Table 5** below under paragraph 14.2.1 to meet the qualification criteria requirements for Gate 0. • Only bidders that comply with these criteria will proceed to Gate1.	**1. Minimum Score to be met by prospective service providers** • Bidders who score 60% or more on functionality will progress to Gate 2 for presentation of the system:	• A bidder/s that score 60% or more on presentation will proceed to be evaluated on Gate:3 on price and points	• The bidder/s will be evaluated in terms of the **80/20** preference points system, where **80** points will be for price only and the **20** points for specific RDP Goals and the 20 points for Specific Goals listed below; • Enterprises that are 40% or more owned by women • Enterprises that are 20% or more owned by youth • Enterprises that are 20% or more owned by people with disabilities.

			N.B: • Bidder who scored the highest preference points will be the recommended bidder to render the services to GCIS.

14.2. **BID EVALUATION CRITERIA**

14.2.1. Gate 0: Pre-Qualification Criteria

14.2.2. Without limiting the generality of GCIS' other critical requirements for this Bid, Bidder/s must submit the document/s listed in Table 5 below. All documents must be fully completed and signed by the duly authorised representative of the prospective bidder/s. During this phase Bidder/s' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder/s proposal may be disqualified for non-submission of any of the documents.

***Table 5** : Document that must be submitted for Pre-qualification (Gate 0)*

Documents that must be submitted	**Yes/No**	**Non-submission will result in disqualification**
The bidder must submit a signed declaration that confirms the following: • **Proposed solution:** Name the proposed Content Management and Archiving system. • **Open-source licence:** State the applicable OSI-approved open-source licence(s). • **Supporting documentation:** Attach the relevant licence documentation. • **Usage rights:** Confirm GCIS's right to use the solution. • **Modification rights:** Confirm GCIS's right to modify the solution.		Failure to submit the declaration and supporting documentation will result in disqualification. Refer to section 8

• **Alternative service provider:** Confirm that, after the contract ends, GCIS may appoint another service provider to maintain the solution. • **No recurring licence costs:** Confirm that no recurring software licence fees will apply. • **No subscription dependency:** Confirm that the solution operates without an active subscription. **Failure to submit the declaration and supporting documentation will result in disqualification.** Refer to section 8		

14.2.3. **Gate 1: Technical Evaluation Criteria**

***Table 6** : Technical Evaluation Criteria*

CRITERIA	DESCRIPTION	WEIGHT	VALUE
1 Experience, skills, credentials	**1.1 Company Profile** The bidder must provide company profile that demonstrate that the company has experience in the implementation of a Digital Content Management and Archiving System for audiovisual and digital media products. The service provider must have a minimum of three (03) years experience: 3 experience 3 points 4 years experience – 4 points 5 years experience and above – 5 points	(10)	
	1.2 Resource Capacity and Skills The bidder must provide CVs of the team that demonstrate at least 3 years' or more experience and skills to provide the required Digital Content Management and Archiving System for audiovisual and digital media products for the following core personnel Project Manager, Developer/s, Technical Specialist/s and Trainer**.** Refer to section 10.3 • 3 years and above – 3 points • 4 years – 4 points ***5 years – 5 points***	(20)	

CRITERIA	DESCRIPTION	WEIGHT	VALUE
	1.3 Contactable References The bidder must provide contactable reference letters where the proposed system has been implemented within the past five (3) years. The signed contactable reference letter must contain the information: • Signed, dated reference letter on client letterhead with Company Name, • Client contact details **Scoring:** • 1 Reference letters and above – 1 points • 2 Reference letters – 2 points • 3 Reference letters – 3 points • 4 Reference letters – 4 points • 5 Reference letter – 5 point	(10)	
2 System Functionality proposal	The bidder must provide the proposal demonstrating the use for audio/visual content management system supported by system functions screenshots as per Paragraph 5 **Scoring:** • The System has all the Technical Functionality Requirements as per paragraph - **5 Points** • All Critical Functions requirements listed in paragraph 5.1 and 5 of the requirements in paragraph 5.2 - **4 Points** • All the Critical System Functions Requirements listed in paragraph 5.1 and 3 of the requirements in paragraph 5.2 - **3 Points**	(40)	

CRITERIA	DESCRIPTION	WEIGHT	VALUE
	• All the critical System functions Requirements listed in paragraph 5.1 and none of the requirements in paragraph 5.2 - **2 points** • Five of the eight of the System Technical Functionality Requirements as per paragraph 5.1 and none of the requirements as per paragraph 5.2 - **1 point**		
3 Project Management and Delivery	The bidder must provide a high-level project plan outlining the proposed approach for the implementation of the Digital Content Management and Archiving System, including key activities, milestones, timelines, resources, governance structures, and dependencies. Refer to paragraph 4.8 **Scoring Criteria** **5 = Excellent** (The bidder provided a comprehensive, realistic, and highly credible project management and delivery plan that fully addresses all GCIS requirements. The plan includes a clear implementation methodology, detailed schedule, measurable milestones, resource allocation, governance and escalation structures, dependency management, risk and issue management, stakeholder communication, quality assurance, change management, and acceptance criteria. The plan demonstrates a high level of readiness and provides strong assurance of successful delivery within the proposed timelines.) **4 = Very Good** (The bidder provided a detailed, practical, and well-structured project plan that clearly outlines the implementation methodology, work	(10)	

CRITERIA	DESCRIPTION	WEIGHT	VALUE
	breakdown, milestones, timelines, resources, roles and responsibilities, governance structures, dependencies, risks, communication, reporting, and quality assurance. The plan is well aligned to GCIS requirements and demonstrates strong capability to manage and deliver the project.) **3 = Acceptable** (The bidder provided an adequate project plan that covers the main implementation activities, milestones, timelines, resources, governance arrangements, dependencies, risks, communication, reporting, and quality assurance. The plan is generally aligned to the GCIS requirements and demonstrates a reasonable approach to delivering the project, although some areas may require further detail or refinement.) **2 = Average** (The bidder provided a basic project plan with some implementation activities, milestones, timelines, and resources, but the plan lacks sufficient detail and alignment to the GCIS requirements. Governance, dependencies, risks, communication, reporting, and quality assurance are only partially addressed. The plan demonstrates limited understanding of the complexity of the implementation.) **1 = Poor** (The bidder submitted a very limited or generic project plan that does not adequately explain how the system will be implemented. Key activities, milestones, timelines, resources, governance arrangements, dependencies, risks, and reporting mechanisms are mostly missing or unclear. The plan does not provide sufficient confidence that the project can be delivered successfully.)		

CRITERIA	DESCRIPTION	WEIGHT	VALUE
4 Training Plan	The bidder must demonstrate by submitting a training plan/ programme on how training will be provided to GCIS on how to use the system. **Scoring criteria:** 5 **=Excellent**: The training plan is comprehensive, practical, well-structured, clearly outlines training objectives, target users, training methods, schedule, materials, resources and post-training support, and fully demonstrates how GCIS users will be capacitated to use the system effectively; Refer to paragraph 3.6 and 4.9 4 **= Very Good**: The training plan is clear and well-structured, covers most key training requirements, and demonstrates a strong approach to enabling GCIS users to use the system, with only minor gaps; 3 **= Acceptable**: The training plan is adequate and addresses the main training requirements, but lacks sufficient detail in some areas such as scheduling, materials, user groups or support arrangements; 2 **= Average**: The training plan is limited and provides only basic information on how training will be delivered, with several important aspects unclear or incomplete; 1 **= Poor**: The training plan is inadequate, unclear or incomplete, and does not sufficiently demonstrate how GCIS users will be trained to use the system.	(10)	
	Total	**100**	

14.2.3.1. GCIS will assess the functionality of each proposal considering the following weighted criteria:

FUNCTIONALITY	WEIGHT	VALUE

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

The percentage for functionality will be calculated as follows:

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

Where:
A = total score of the bidder
B = maximum score, i.e. 500

14.2.4. **PREFERENTIAL PROCUREMENT EVALUATION POINTS**

14.2.4.1. Preferential Procurement Regulation 2022 which informs the GCIS policy was utilised for the allocation of preference points. The bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals.

14.2.4.2. For this RFB, the department has allocated preference points to be claimed by service provider/s who are owned by Women, Youth and People with Disabilities.

14.2.4.3. Service Provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 should complete the SBD 6.1 and note the breakdown of points indicated on the SBD 6.1.

14.2.4.4. Service Provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 must submit supporting documents outlined on paragraph 8 of the specification for each goal specified.

14.2.4.5. Bidders who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for the specific goals claimed as per below points.

***Table 7**: Preferential Procurement evaluation points*

	Area of evaluation	Points
1	Price	**80**
2	Promotion of enterprises that are 40% or more owned by women	**5**

3	Promotion of enterprises that are 20% or more owned by youth.	**10**
4	Promotion of enterprises that are 20% or more owned by people with disabilities.	**5**
Total		**100**

14.2.4.6. The service provider/s that scores 60% or more on Gate 1 will proceed to Gate 2.

14.2.5. **Gate 2: Presentation (Demonstration)**

14.2.5.1. Prospective service provider/s that score 60% or more on functionality will be invited for presentation, which is Gate 2.

14.2.5.2. During presentation, which is Gate 2, the System Functionality will be evaluated. Prospective service provider/s that score 60% on Gate 2 (Presentation) will proceed to Gate 3.

14.2.5.3. All prospective service provider /s that score 60% or more on Gate 2 (Presentation) will further be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for Specific RDP Goals.

14.2.5.4. All prospective service provider/s are requested to attend to all aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process.

14.2.5.5. GCIS will evaluate the functionality during the demonstration considering the following criteria:

Table 8 : *Technical Functionality Demonstration evaluation criteria*

Criteria		**Weight**	**Value**
1. IT and System requirements		**16**	
	1.1 **System information** Provide details of the proposed system, including: • The official system name. • The software, programming languages, frameworks, and technologies used to develop the system. • Confirmation that the system is based on Open-Source technologies, including details of any Open Source components or dependencies utilized.	*4*	
	1.2 Availability, Accessibility and Usability: demonstrate compliance with the following requirements: (*Refer to paragraph 4.1*)	*3*	
	1.3 Performance and Efficiency **(***refer to paragraph 4.2***)**	*3*	
	1.4 Security, Rights and Access Control (refer to paragraphs 4.3)	*3*	
	1.5 Monitoring, Audit and Reporting **(***Refer to paragraph 4.6***)**	*3*	
2. Critical Functions Required for Digital Content		**60**	
	2.1 Centralized Digital Content Repository (*Refer to paragraph 5.1*)	*8*	

Management and Archival System	**2.2 Open-Source Components and Licensing Schedule** (*Refer to paragraph 5.2*)		
	2.3 Public Accessibility (*Refer to paragraph 5.3***)**	*8*	
	2.4 **Advanced Search and Discovery** *(Refer to paragraph 5.4)*	*8*	
	2.5 **Content Categorization and Metadata Management** (*Refer to paragraphs 5.5*)	*8*	
	2.6 Public user Content Request approval workflow (*Refer to paragraph 5.6*)	*6*	
	2.7 User Verification and Differentiated Access (*Refer to paragraph 5.7*)	*8*	
	2.8 Content Protection, Audit Trails and Compliance (*Refer to paragraph 5.8*)	*8*	
	2.9 Low-Resolution and Watermarked Previews (*Refer to paragraph 5.9*)	*6*	
3. Other Required System Functions for the Digital Content Management and Archiving System		**24**	
	3.1. **Support for Multiple Content Types** ***(****Refer to paragraph 6.1****)***	*2*	
	3.2. **Remote Content Ingestion and Management (***Refer to paragraph 6.2***)**	*4*	
	3.3. **Media Processing, Transcoding and Playback (***Refer to paragraph 6.3***)**	*2*	
	3.4. **Editing and Production Workflow Integration (***Refer to paragraph 6.4***)**	*4*	
	3.5. **Digital Preservation, Versioning and Records Management (***Refer to paragraph 6.5***)**	*2*	

	3.6. **Request Review, Approval, Release and Usage Control (***Refer to paragraph 6.6***)**	*2*	
	3.7. **Publishing and Usage Control (***Refer to paragraph 6.7***)**	*2*	
	3.8. **Publishing, Distribution and Syndication (***Refer to paragraph 6.8***)**	*2*	
	3.9. **Publish Review, Approval and Release (***Refer to paragraph 6.9***)**	*2*	
	3.10. **Content Request and Release Process (***Refer to paragraph 6.10***)**	2	
	Total	**100**	

14.2.6. GCIS will assess the functionality of each proposal considering the following weighted criteria:

FUNCTIONALITY	**WEIGHT**	**VALUE**

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

The percentage for functionality will be calculated as follows:

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

Where:

A = total score of the bidder

B = maximum score, i.e. 500

13.2.3.1. The service provider/s that scores 60% or more on Gate 2 will proceed to Gate 3.

14.2.7. PREFERENTIAL PROCUREMENT EVALUATION POINTS

14.2.7.1. Preferential Procurement Regulation 2022 which informs the GCIS policy was utilised for the allocation of preference points. The bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals.

14.2.7.2. For this RFB, the department has allocated preference points to be claimed by service provider/s who are owned by Women, Youth and People with Disabilities.

14.2.7.3. Service Provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 should complete the SBD 6.1 and note the breakdown of points indicated on the SBD 6.1.

14.2.7.4. Service Provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 must submit supporting documents outlined on paragraph 8 of the specification for each goal specified.

14.2.7.5. Bidders who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for the specific goals claimed as per below points.

Table 9

	Area of evaluation	Points
1	Price	**80**
2	Promotion of enterprises that are 40% or more owned by women	**5**

3	Promotion of enterprises that are 20% or more owned by youth.	**10**
4	Promotion of enterprises that are 20% or more owned by people with disabilities.	**5**
Total		**100**

14.3. **COMPULSORY BRIEFING SESSION**

14.3.1. A compulsory Virtual briefing session will be held on 16 November 2026 at 10:00 am The link for the briefing session and full details are as indicated below;

Date: Monday 16 November 2026 : Time: 10:00

Link for Virtual for briefing session:

TEAMS MEETING

Join:

https://teams.microsoft.com/meet/39983558516514 00?p=UdQlOJFYFCecX359o5

Meeting ID:

399 835 585 165 140 0

Passcode:

BG3D2ES3

14.4. **PROPOSAL SUBMISSION PROCESS**

14.4.1. Submission from bidding service provider /s should be in the form of a proposal providing specific information based on the requirements and deliverables, and the evaluation criteria indicated above.

14.4.2. The proposal/s must clearly reflect the costs (inclusive of VAT). Prospective bidders must refer to paragraph 10 of the specification on the requirements for costs.

14.4.3. The Bid proposal must be properly indexed

14.4.4. All standard bidding documents should be fully and accurately completed and signed. These documents must be submitted together with the bid proposal/s of prospective service provider/s.

14.4.5. The proposals must be deposited in the 'Tender Box' at the GCIS RECEPTION, marked for the attention Supply Chain Management at the following physical address:

The proposal should be sent to:

Government Communications (GCIS)

Tshedimosetso House,

1035 Francis Baard Street

Corner Festival Street

Pretoria

0001

15. ENQUIRIES

For areas on system functionality criteria only

Contact Persons: Mr Gasegoitse Phatudi

+27 12 473 0091

gasegoitse@gcis.gov.za

Mr Elmond Jiyane

+27 61 518 5201

elmond@gcis.gov.za

Technical Enquiries: Ms Cathy Chen

+27 12 473 0043

CathyC@gcis.gov.za

FOR BIDDING PROCEDURES ONLY:

Contact persons:	Mr Namane Mahlaba	Ms Lebogang Molayi
	(012) 473 0093	(012) 473 0143

16. CLOSING DATE FOR THE BID

16.1. The closing date for submission of detailed proposals is 02 December 2026 at 11am. Late submission of proposals will not be considered for evaluation.

_____	_____
Sandile Nene ADDG: C, P & D	Neli Shuping CD:CSA
Chairperson	Deputy Chairperson
Date:	Date:

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**RFB 008/2026/2027**	CLOSING DATE: **02 DECEMBER 2026**	120 DAYS	CLOSING TIME:	**11:00**
DESCRIPTION	**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A DIGITAL CONTENT MANAGEMENT AND ARCHIVING SYSTEM FOR A PERIOD OF THREE (03) YEARS INCLUDING MAINTENANCE AND SUPPORT.**				
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	**Namane Mahlaba/ Lebogang Molayi**	CONTACT PERSON	**Gasegoitse Phatudi/ Elmond Jiyane/ Cathy Chen**
TELEPHONE NUMBER	**012 473 0093/0143**	TELEPHONE NUMBER	**012 473 0091/5201/0043**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**namane@gcis.gov.za/ lebogangm@gcis.gov.za**	E-MAIL ADDRESS	**gasegoitse@gcis.gov.za/ elmond@gcis.gov.za/ cathyc@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				

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ……BID NO.: …**RFB 008-2026/2027**
CLOSING TIME **11:00** CLOSING DATE: **02 DECEMBER 2026**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A DIGITAL CONTENT MANAGEMENT AND ARCHIVING SYSTEM FOR A PERIOD OF THREE (03) YEARS INCLUDING MAINTENANCE AND SUPPORT.

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation Of proposals.

2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R……..……..

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

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

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

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

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

TOTAL: R……

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

Bid No.: ……

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

Namane Mahlaba / Lebogang Molayi
Tel: 012 473 0093/ 0143

Or for technical information –
Gasegoitse Phathudi/ Elmond Jiyane / Cathy Chen
Tel: 012 473 0091/5201/0043

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

Full Name	**Identity Number**	**Name of organ of state**

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

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

2.3.1 If so, furnish particulars:

……
……
……

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

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

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

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

3 GENERAL DECLARATION

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

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

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

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

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

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

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

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

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

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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 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**

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

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**

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

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)
Price		80		
Promotion of enterprises that are 40% or more owned by women.		5		
Promotion of enterprises that are 20% or more owned by youth.		10		
Promotion of enterprises that are 20% or more owned by people with disabilities.		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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.

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.

GOVERNMENT COMMUNICATION & INFORMATION SYSTEM

BID CHECK LIST

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

……. **……..**

Signature **Date:**