NATIONAL YOUTH DEVELOPMENT AGENCY
OUR YOUTH. OUR FUTURE.

REQUEST FOR PROPOSAL (RFP)

NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA) **7 NAIVASHA ROAD** **SUNNINGHILL** **2191**	
Description	**THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY SOFTWARE LICENCES, SUPPORT SERVICES, AND ENHANCE THE EXISTING GENESYS CLOUD-BASED CUSTOMER SERVICE SOLUTION FOR HEAD OFFICE CONTACT CENTRE PERSONNEL AND RECEPTIONISTS ACROSS BRANCHES AND DISTRICTS.**
Tender Number	**RFP2026/05/NYDA**
Tender Issue Date	04 September 2026
Briefing Session Date and Time	A compulsory briefing session will be held on 17 September 2026 at 10h00 am via Microsoft TeamViewer. https://teams.microsoft.com/meet/369649529287326?p=KVx5aaE0pwzwOUQE72 . Prospective bidders are advised to download Microsoft TeamViewer before the time of the meeting. Bidders can access the briefing session by clicking " https://teams.microsoft.com/meet/369649529287326?p=KVx5aaE0pwzwOUQE72 which is also available on the NYDA Website as well as the National e-tender portal of this tender advert.
Closing Date	The closing date for submission of proposals is as follows: Date: 07 October 2026
Closing Time	The closing time for submission of proposals is as follows: Time: 11h00 am **Bidders must ensure that bids are submitted timeously to the National Youth Development Agency, 7 Naivasha Road, Sunninghill, 2191.**
Tender Validity Period	**120 Business days from closing date**.
Enquiries	Tenders Email: **tenders@nyda.gov.za**
Name of the Tenderer	
Total Price inclusive of Value Added Tax:	

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ATTENTION TO ALL BIDDERS

The National Youth Development Agency (NYDA) is committed to the highest standards of integrity, transparency, fairness, and ethical conduct in all procurement processes.

The NYDA, its employees, officials, stakeholders, and representatives will never request or accept money, gifts, favors, or any other form of gratification from any individual or organisation in exchange for:

- Access to bid or tender documents;
- Procurement-related information;
- Assistance with the preparation or submission of bids;
- Shortlisting of bidders;
- Evaluation outcomes;
- Award of contracts; or
- Any preferential treatment during the procurement process.

Any person who solicits money, gifts, favors, or any other form of gratification while claiming to act on behalf of the NYDA should be regarded as engaging in fraudulent, corrupt, and unethical conduct.

Likewise, any bidder, supplier, service provider, consultant, or representative thereof who offers, promises, pays, or facilitates any form of gratification, inducement, or bribe to influence a NYDA procurement process will be subject to investigation and appropriate action. Such conduct may result in the disqualification of the bid, termination of any existing contractual relationship, and reporting to the relevant regulatory and law enforcement authorities, including the National Treasury for consideration of restrictions on conducting business with the State.

All incidents of suspected fraud, corruption, bribery, or unethical conduct must be reported immediately, in writing, to:

Email Address - nyda@whistleblowing.co.za
Web Reporting - www.whistleblowing.co.za
Toll Free Number - 0800 733 477
SMS Short Code - 33490

Dr. Ayanda Ntanda
Risk Management Unit
Email: ayanda.ntanda@nyda.gov.za

The NYDA reserves the right to investigate all allegations of fraud, corruption, bribery, collusion, and unethical conduct and to take appropriate action in accordance with applicable legislation, National Treasury regulations, and NYDA policies.

PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL YOUTH DEVELOPMENT AGENCY)					
BID NUMBER:	**RFP2026/05/NYDA**	CLOSING DATE:	07 October 2026	CLOSING TIME:	11h00
DESCRIPTION	**THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY SOFTWARE LICENCES, SUPPORT SERVICES, AND ENHANCE THE EXISTING GENESYS CLOUD-BASED CUSTOMER SERVICE SOLUTION FOR HEAD OFFICE CONTACT CENTRE PERSONNEL AND RECEPTIONISTS ACROSS BRANCHES AND DISTRICTS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
NATIONAL YOUTH DEVELOPMENT AGENCY
7 NAIVASHA ROAD
SUNNINGHILL
2191

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mlungisi Xulu**	CONTACT PERSON	**Mlungisi Xulu**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@nyda.gov.za	E-MAIL ADDRESS	tenders@nyda.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER PART THE QUESTION BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

- **BID SUBMISSION:**

- BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

- **TAX COMPLIANCE REQUIREMENTS**

- BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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.
- APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 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."

SIGNATURE OF BIDDER: ……

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

DATE: ……..

NB: NYDA reserves the right to cancel this tender without prior notice and not to appoint any service provider.

TENDER NOTICE AND INVITATION TO TENDER

Description	**THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY SOFTWARE LICENCES, SUPPORT SERVICES, AND ENHANCE THE EXISTING GENESYS CLOUD-BASED CUSTOMER SERVICE SOLUTION FOR HEAD OFFICE CONTACT CENTRE PERSONNEL AND RECEPTIONISTS ACROSS BRANCHES AND DISTRICTS.**
RFP Downloading	A tender document copy of the terms of reference will be available for download directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za, and National Youth Development Agency at www.nyda.co.za. At no cost
Communication	
BRIEFING SESSIONS	A compulsory briefing session will be held as follows: 17 September 2026 at 10h00 Microsoft Teams: Venue: Online (Microsoft TeamViewer) Link: https://teams.microsoft.com/meet/369649529287326?p=KVx5aaE0pwzwOUQE72 Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the briefing session. Bidders can access the briefing session at https://teams.microsoft.com/meet/369649529287326?p=KVx5aaE0pwzwOUQE72 which is also available on the NYDA Website as well as the National e-tender portal of this tender advert. Queries relating to the issue of these documents or technical enquiries may be addressed via e-mail: tenders@nyda.gov.za on or before the
CLOSING DATE AND TIME	The closing date and time for submission of proposals is as follows: Date: 07 October 2026 Time: 11h00 am Tenderers must ensure that tender is submitted timeously to the **NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA) 7 NAIVASHA ROAD, SUNNINGHILL, 2191**. As a rule, if a tender is late, submissions will not be accepted by the system. Tenders may only be submitted on the tender documentation that is issued by NYDA. The retyping of the tender document is not permitted. The tenders must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, 7 NAIVASHA ROAD, Sunninghill by 11:00 am on. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.
Tender offer validity	NYDA requires a validity period of (**120 Business days**) from closing date against this RFP, excluding the first day and including the last day. NYDA may at any time prior to the expiry of the bid validity period, extend the above validity period by 60 days written notice in the NYDA website and E- tender website, on the same terms and conditions. In that event, NYDA will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the validity extension, they must inform NYDA in writing, and their proposals will be considered non-responsive. Once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract.

A. TENDER DATA AND CONDITIONS OF TENDER

The Conditions of Tender are the General Conditions of Contract issued by the National Treasury. The purpose of the Conditions is to:

1 Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and

2 To ensure that bidders are familiar with regards to the rights and obligations of all parties involved in doing business with government.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause Numbe	Clause Heading	Data / Wording
1.1	**The Employer is:**	The Employer is: Mr Mlungisi Xulu National Youth Development Agency (NYDA). 7 NAIVASHA ROAD, SUNNINGHILL, 2191
1.2	**Employer's Agent is**:	E-mail: tenders@nyda.gov.za
1.3	**Eligibility or RFP Instructions**	The National Youth Development Agency reserves the right to reject bids which are non-responsive, including, without limitation, bids which contain the following defects: • Late or incomplete bids. • Failure to conform to the rules or requirements contained in the Tender document. • Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected; and • Non-compliance with applicable law, unauthorized additions or deletions, conditional bids, or material irregularities. Tenderers will be disqualified if the entity or any of its directors is listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business

1.4	**JOINT VENTURES OR CONSORTIUMS**	Joint Ventures / Consortiums are eligible to submit tenders provided that: • Where bids are consortia / Joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number; • A Joint Venture Agreement is signed by the JV Partners and attached to this tender document; **Tenders who do not meet the requirements above will be immediately disqualified from the tendering process.** A Joint Venture / Consortium must also submit a Joint Venture BBBEE Verification Certificate.
1.5	**Returnable Documents**	Tenderers submit fully completed and signed returnable documents as stipulated. Tenders must only be submitted on original tender documentation and soft-copy version in a USB which is issued by the NYDA. **COMMERCIAL RETURNABLES** The following Standard Bidding Documents are duly completed and signed. 1. **ESSENTIAL ADMINISTRATIVE RETURNABLE DOCUMENTS:** • SBD Documents. • The returnable part of the tender offer communicated on paper shall be submitted as an original hard copy and a soft-copy/electronic version in PDF-format on a Flash Drive. • Central Supplier Database (CSD) report or pin. • Current Tax Pin Status. • Current B-BBEE Affidavit/Certificate.
1.6	**Number of copies of tender offers to be submitted to the Employer**	The returnable part of the tender offer communicated on paper shall be submitted as an original hard copy and a soft copy/electronic version in PDF-format on a Flash Drive.
1.7	**National treasury's supplier database (CSD) registration**	• Bidders must submit proof of registration on the National Treasury's Central Supplier Database (CSD). A Tenderer that is selected as a preferred Tenderer but is not registered on the Central Supplier Database (CSD) of the National Treasury, shall not be awarded the Tender. Failure to submit such proof of registration, as requested, shall result in their tender being disqualified. • Bidders are requested to register on the National Treasury CSD and include the copy of supplier number to enable the institution to verify the supplier's tax status on CSD. • Registration can be completed online at www.csd.gov.za
1.8	**Clarification on submitted information**	During the evaluation of the bids, clarification may be requested in writing from bidders only for the purpose of clarifying aspects mentioned in the bid. Replies to such requests must be submitted, within two (2) working days or as otherwise indicated.
1.9	**Two-Envelope System**	A two-envelope system **will not** be followed.

B. Tender submission Requirements

1. The returnable part of the tender offer communicated on paper shall be submitted as an original hard copy and a soft-copy/electronic version in PDF-format on a Flash Drive.
2. Bidders should take particular care to ensure that there are no discrepancies between all submissions to the NYDA. NYDA reserves the right to reject any tenders if there are discrepancies.
3. Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
4. All submissions received by NYDA will become the property of the NYDA and will not be returned to the respondent.
5. The submissions must be inserted into the TENDER BOX available at the Reception Area of NYDA Head Office, **7 Naivasha Road, Sunninghill, 2191**, NYDA Building between 08h00 am and 17h00 pm weekdays.
6. Respondents are invited to observe the closing date and time of the submission as per the advertisement.
7. Unsuccessful submissions will be informed in writing when the process is concluded.
8. A submission will be considered late if received after the specified date and time. Respondents are therefore strongly advised to ensure that submissions be dispatched, allowing enough time for any unforeseen events that delay the delivery of the submission.

C. EVALUATION STAGES:

This tender will be evaluated in three (3) stages

1 Stage 1: Compliance/eligibility
2. Stage 2: Functionality
3. Stage 3: Price and Specific Goals

1. S t a g e One (1): Compliance/eligibility

NO	DESCRIPTION
1	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017.
2	Proof that the bidder is in good standing with SARS. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction Note 9 of 2017/2018, prior to the award of the bid.
3	SBD1 – Invitation to Bid
4	SBD 4 - A fully completed and duly signed disclosure form. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered and indicate not applicable (N/A) where appropriate.
5	Bidders must submit a valid certificate confirming that they are an authorised partner of Genesys. The certification must be verifiable, current, and valid at the time of bid submission. The bidder must maintain this certification status for the duration of the contract.

6	One original hardcopy version must be the original submission, clearly marked "Original," and a softcopy/electronic version in PDF-Format digital copied versions of the original.
7	The bidder attended the compulsory briefing session

NB: The bidder who failed to meet any of the above elements will be disqualified and will not proceed to the next stage.

D. NYDA BACKGROUND AND INTRODUCTION

The National Youth Development Agency (NYDA) is a South African based agency established primarily to tackle challenges that the nation's youth are faced with. The NYDA was established by an Act of parliament, act no 54 of 2008. The institution was established to be a single, unitary structure, established to address youth development issues at National, Provincial and Local government level. The existence of the NYDA is located within the broad context of South Africa's development dynamics. Like many developing countries, South Africa has a large population of youth, those between the ages 14-35. Given the youthful nature of the South African population much of the socio-economic challenges faced by the nation, i.e., poverty, inequality and joblessness, poor health etc., are borne by the youth. The gravity of challenges South Africa is faced with, require multi - pronged efforts, that simultaneously promote the development of sustainable livelihoods, reduce poverty, inequality and priorities the development of policies which create an enabling environment for youth development.

The NYDA plays a lead role in ensuring that all major stakeholders, i.e., government, private sector, and civil society, prioritise youth development and contribute towards identifying and implementing lasting solutions which address youth development challenges. Furthermore, the NYDA designs and implements programmes aimed at improving lives and opportunities available to youth. These programmes could be clustered as follows:

At an individual level (Micro level), the NYDA provides direct services to youth in the form of information provision, mentorship, skills development & training, entrepreneurial development & support, health awareness programmes and involvement in youth initiatives. At a community level (Meso Level), the NYDA encourages young people to be catalysts for change in their communities through involvement in community development activities, social cohesion activities and national youth service programmes and dialogue.

At a Provincial and National level (Macro Level), through its policy development, partnerships and research programmes, the NYDA facilitates the participation of youth in developing key policy inputs, which shape the socio-economic landscape of South Africa.

The National Youth Development Agency derives its mandate from the legislative frameworks, including the NYDA Act (54 of 2008), the National Youth Policy (2009-2020) and the draft Integrated Youth Development Strategy as adopted by the Youth Convention of 2006. The NYDA activities could be summarized as follows:

- Lobby and advocate for integration and mainstreaming of youth development in all spheres of government, private sector, and civil society.
- Initiate, implement, facilitate, and coordinate youth development programmes.
- Monitor and evaluate youth development intervention across the board and mobilise youth for active participation in civil society engagements.

E. TERMS OF REFERENCE

1. BACKGROUND ON THE PROJECT

1.1. NYDA Key Challenges and Needs

The National Youth Development Agency (NYDA) is a South African-based agency established primarily to tackle challenges that the nation's youth are faced with. To be able to address these challenges, NYDA needs a robust, redundant, reliable, scalable, secure, future-proof, and flexible customer service solution for the agency. The service provider must propose a solution that has the right blend of technology depth, processes, and skills to be the partner of choice for NYDA to meet its strategic business and functional needs.

1.2. NYDA Desired Outcome

NYDA is looking to have a consolidated solution that will be able to provide a fully managed solution around Customer Service. This must be able to reduce costs of services from a capital expenditure, whilst allowing NYDA to conduct business in an environment that caters to their business requirement.

1.3. Duration of the Service required.

The Service must be provided for the 36 months contract.

2. PURPOSE AND OBJECTIVES OF THIS RFP

NYDA seeks to appoint a service provider to supply software licences, support services, and enhance the existing Genesys Cloud-based Customer Service solution for Head Office contact centre personnel and receptionists across branches and districts. The selected service provider will provide comprehensive professional services to improve customer service operations, integrate seamlessly with the existing ERP system, and leverage advanced analytics and automation. The goal of this project is to enhance the overall customer experience at NYDA by optimising the current Genesys platform, streamlining workflows, and ensuring continued innovation and operational efficiency.

NYDA currently operates a Genesys Cloud-based contact centre platform as its established customer service technology foundation. To protect prior investment, minimise migration risk, and ensure continuity of operations, this RFP is limited to bidders who are certified Genesys Cloud partners and capable of enhancing and supporting the existing platform.

3. SCOPE

The Genesys Cloud-based Customer Service solution must consider NYDA's strategic goals which would address most of the business and functional requirements. The Genesys Cloud Contact Centre solution must cater to improved redundancy and scalability. The provision of managed solutions geared to meet security, cost-effectiveness, scalability, and high productivity solutions.

3.1.1 Onboard the NYDA branches:

i. Rollout Voice, Email, and WhatsApp channels on the Genesys Cloud platform across 43 NYDA branches and 1 head office, ensuring full operational readiness.
ii. Enable intelligent, context-aware routing of customer interactions, directing queries to correct place.
iii. Provide branch-level configuration including the assignment, management, and migration of branch-specific contact numbers without disrupting live operations or the customer experience. The solution shall provide the capability to update, migrate, and manage branch number configurations without impacting live operations or customer experience.
iv. The rollout shall ensure integration with the existing ERP system to enrich routing decisions with real-time customer data and interaction context.

3.1.2 Real-Time Assistance:

i. The system shall provide real-time assistance to agents in real time during both voice and digital interactions.
ii. The system shall recommend the next best action using the AI capabilities and knowledge base to assist the agents.
iii. Support live escalation from self-service channels to agents without loss of interaction context.

3.1.3 Quality Assurance and Compliance:

i. Support a standardised and automated evaluation framework across all channels for monitoring agent performance and service quality.
ii. Align evaluation criteria with business KPIs, compliance standards, and customer experience metrics.
iii. Leverage AI-driven scoring, risk detection, and trend analytics for quality and compliance management.
iv. Provide voice and screen recording capabilities, with secure storage and retrieval for audits.
v. Enable supervisors to review, validate, and report on automated evaluation results, ensuring accountability and compliance.

3.1.4 Survey Management:

i. Implement customer surveys across both voice and digital channels (e.g., IVR, SMS, email, web chat).
ii. Ensure surveys are triggered automatically seamlessly at the end of an interaction or via follow-up.

3.1.5 Automation and AI Capabilities:

i. The business requires AI capability, including chatbots and voicebots, across all supported customer interaction channels (e.g., WhatsApp, web chat, IVR), capable of handling routine inquiries, providing contextual responses, and escalating complex cases to human agents where appropriate. The chatbots will be used for FAQs, application tracking and status with integration to ERP.
ii. Support dynamic orchestration between self-service and live agents, ensuring seamless continuity of context.
iii. Integration with existing backend systems (ERP) is required enabling the chatbots to access and update relevant customer and transaction data in real time to support both self-service and automated task execution.

3.1.6 Multichannel and Omnichannel Support:

i. Support for various communication channels, including voice, text/SMS, social media, messaging apps, chats, and email.
ii. Omnichannel capabilities for seamless customer support across preferred channels.

3.1.7 Campaign Management

i. Enable targeted customer campaigns to improve satisfaction, and engagement outcomes.

3.1.8 Reporting and Analytics:

i. Robust reporting and analytics capabilities to provide insights into customer interactions, service performance, and agent productivity.
ii. Customizable dashboards and reporting tools for data-driven decision-making.
iii. The system shall provide access to transcribed voice interactions for reporting and analysis purposes.

3.1.9 Configuration and Scalability:

i. Easy-to-use configuration tools for customizing workflows, routing rules, and automation processes.
ii. Scalable solution to accommodate changing business needs.

3.1.10 Support Services

The bidder must provide detailed information on their support contact center, demonstrating capability to deliver ongoing operational, technical, and escalation support for the Genesys Cloud-based Customer Service solution. The details must include the below:

i. Support structure (levels, teams, roles, responsibilities)
ii. Hours of operation and availability for business-critical support
iii. Escalation procedures for urgent and complex issues
iv. Response and resolution time commitments (SLAs)
v. Tools and processes used for issue tracking, monitoring, and reporting
vi. Reporting and governance mechanisms for performance monitoring and continuous improvement

3.1.11 Training

i. The bidder shall provide comprehensive training for all NYDA contact centre agents, receptionists, and branch personnel on the Genesys Cloud-based Customer Service solution, including all newly implemented features and enhancements.
ii. The training program shall include:
iii. Role-based curriculum for agents, supervisors, and administrators.
iv. Hands-on practical sessions covering workflows, routing, AI-assisted interactions, omnichannel handling, and automation tools.
v. Branch-level training to ensure local staff understand branch-specific routing, numbers, and operational workflows.
vi. Training manuals
vii. The bidder shall provide post-training support and refresher sessions to reinforce learning, address knowledge gaps, and ensure agents can effectively leverage new features in day-to-day operations.

3.1.12 Licensing Model and Platform Tiering:

NYDA anticipates that the solution may be implemented using Genesys Cloud CX3 or CX4 licensing tiers, depending on functional requirements and budget considerations.
Bidders are required to:

i. Propose the most appropriate licensing tier (CX3 or CX4) based on the solution design
ii. Clearly justify the recommended tier in relation to functional requirements, particularly AI, automation, analytics, and workforce optimisation capabilities
iii. Provide a detailed cost breakdown for the proposed licensing model
iv. Where applicable, provide alternative pricing for both CX3 and CX4 scenarios
v. The proposed solution must optimise cost while ensuring that all mandatory functional and operational requirements are met.

4. FUNCTIONAL REQUIREMENTS / KEY FEATURES:

4.1 Interaction Management

The system shall:

i. Support inbound and outbound interactions across voice and digital channels
ii. Generate a unique interaction/ticket reference number for every customer interaction
iii. Maintain a full interaction history across all channels
iv. Enable agents to view customer interaction history in real time

4.2 Routing and Queuing

The system shall:

i. Provide skills-based and rules-based routing
ii. Route interactions based on:
    - customer data (from ERP)
    - interaction type
    - channel
    - priority
iii. Support queue prioritisation and overflow handling
iv. Enable branch-level routing logic

4.3 Omnichannel Capabilities

The system shall:

i. Support the following channels:
    - Voice
    - Email
    - WhatsApp
    - Web chat
    - SMS
    - Social Media

ii.Provide a single unified agent interface for all channels
iii. Maintain context continuity when switching channels

4.4 Agent Desktop

The system shall:

i. Provide a web-based agent interface
ii. Display:
    - customer details (via ERP integration)
    - interaction history
    - active queue status
iii. Enable:
    - call control (hold, transfer, conference)
    - disposition / wrap-up codes
iv. Support AI-assisted recommendations (next best action)

4.5 IVR and Self-Service

The system shall:

i. Provide configurable IVR menus
ii. Support:
    - DTMF and voice input
iii. Integrate with backend systems (ERP) for:
    - information retrieval
    - transaction handling
iv. Enable escalation to the agent with full context

4.6 Automation and AI

The system shall:

i. Support chatbots and voicebots
ii. Handle routine queries via automation
iii. Enable seamless handover to agents
iv. Provide:
    - intent recognition
    - contextual responses
v. Support integration with backend systems for real-time data access

4.7 Quality Management and Recording

The system shall:

- Record 100% of interactions (voice and digital, where applicable)

i. Retain recordings for minimum of 12 months
ii. Provide:
    - screen recording
    - playback and search functionality
iii. Support:
    - automated quality scoring
    - manual evaluation workflows

4.8 Reporting and Analytics

The system shall:

i. Provide real-time dashboards for:
    - queue performance
    - agent performance
ii. Support historical reporting on:
    - volumes
    - SLAs
    - trends
iii. Provide customisable reports
iv. Enable access to interaction transcripts (voice + digital)

4.9 Surveys and Feedback

The system shall:

i. Trigger post-interaction surveys
ii. Support surveys via:
    - IVR
    - SMS
    - Email
iii. Capture and report on:
    - customer satisfaction (CSAT)
    - feedback trends

4.10 Campaign Management (Optional / Advanced)

The system should:

i. Enable outbound campaigns (if required in future)
ii. Support:
    - customer segmentation
    - automated engagement triggers
iii. Use behavioural and interaction data for targeting

4.11 Administration and Configuration

The system shall:

i. Provide low-code / no-code configuration tools
ii. Enable administrators to:
    - configure routing rules

- manage users and roles
- modify workflows

iii. Support role-based access control (RBAC)

5. OPERATIONAL DETAILS:

i. Operating Times of the Call Centre:

The Call Centre operates from 8:00 AM to 5:00 PM, Monday to Friday, with office hours scheduled.

ii. Number of Agents Required:

The contact centre currently consists of 14 dedicated named agents based at Head Office, supported by 44 named branch users across NYDA branches.

Head Office agents are responsible for handling both inbound and outbound interactions. Branch users will primarily utilise the system for customer engagement, routing, and interaction handling as part of the broader omnichannel solution.

The total number of named system users is 58, with no shift-based requirements at this time, as operations are conducted during standard office hours.

The bidder must propose an appropriate licensing model that differentiates between full contact centre agents and branch users, optimising cost while meeting functional requirements.

iii. Number of Supervisors Required:

Three supervisor licences are required.

iv. Call volumes for the last 6 months:

Month	Inbound Call Volume
Oct 25	2200
Nov 25	2547
Dec 25	1750
Jan 26	3641
Feb 26	3655
Mar 26	3123
Total	**16916**

v. Inbound Requirements:

- **Number of Queues**: The call centre primarily functions as an inbound call centre; therefore, the number of queues depends on the specific call routing requirements. It's recommended to have separate queues for different types of inquiries or services for effective call handling.

- **Call/Interaction Flows:** The specific call and interaction flows will be designed according to the organization's requirements. The number of flows depends on the types of services and inquiries that need to be addressed.

vi. Current ERP Solution and Integration:

- The ERP system in use is Open-Source Odoo, and it is in-house developed.
- The organization expects the contact centre solution to integrate with the ERP through APIs. These APIs will facilitate the exchange of data and information between the call centre system and the ERP. Currently, the youth details and application status are retrieved from the ERP system to identify the youth record in real time.

vii. Outbound Requirements:

- We do currently have an outbound line that is dedicated to abandoned calls. In that case, we do require;
  1. specific dialling modes
  2. Dialling lists are currently required for outbound campaigns.

viii. Recording:

- Recording is required for all agents.
- The retention period for call recordings is one year.

ix. IVR:

- **Call Handling:** The IVR must efficiently handle incoming calls, providing callers with a menu of options to direct their inquiries to the appropriate department or service. This will help streamline the call centre's operations and ensure that callers are directed to the right resources without the need for human intervention.
- **User Interaction:** IVR systems allow callers to interact with the system by using their phone's keypad or voice commands. This user interaction is crucial for guiding callers to their desired destination and for providing a user-friendly experience.
- **Information Retrieval:** IVR can access databases and provide information to callers. For example, it can check account balances, provide order status, or offer automated updates. In your case, having information retrieval capabilities can be useful for addressing common customer inquiries without the need for live agent intervention.

x. Work Facilities:

- Agents are located at the head office, branches and districts.
- The organization has provided laptops and 3G SIM cards for call centre staff.
- Agents have sufficient internet access for connecting to the cloud solution.

xi. Reporting:

- Reporting requirements include comprehensive reports that are data-driven and flexible for any alterations.
- Reporting should cover workforce reports, traffic, and trends, and be able to pull reports for all communication channels integrated into the proposed system.
- Business Intelligence (BI) reports may also be needed for in-depth analysis and decision-making.

F. EVALUATION CRITERIA

Category	Sub criteria	Total score	Score	Form of Evidence
Proven Contact Centre Implementation Experience: A positive testimonial must cover: the client organisation name and contact details, Detailed project scope, Technologies deployed, Implementation timelines, Measurable outcomes, and/or impact achieved.				
This criterion covers positive testimonials at least three (3) of these references must demonstrate proven experience in implementing Genesys Cloud contact centre solutions.	Three or more positive testimonial letters	35	35	Signed Positive testimonial letters on the client's letterhead with contact details
	Two positive testimonial letters		20	
	One positive testimonial letter		10	
	No testimonial letter provided		0	
Bidders must demonstrate the capacity to provide ongoing operational, technical, and escalation support for a Genesys Cloud-based Customer Service solution.				
The support model must clearly outline: Service desk structure, Escalation procedures and availability (including after-hours support, where applicable), Response and resolution time commitments (SLAs),	All requirements have been demonstrated	35	35	A detailed methodology
Bidders must submit at least three (3) reference letters validating their support capability, including client contact details and scope of support provided.	Not all requirements were demonstrated.		0	
Qualified Delivery Manager and Skills Transfer Capability				
Possess a relevant ICT Degree or equivalent qualification in Information and Communication Technology with experience in contact centre implementation.	Qualification with more than ten (10) years' experience, with a strong specialization in contact centre implementation.	30	30	Detailed CV and Qualification
	Qualification with 5 to 10 years' experience, with a strong specialization in contact centre implementation.		20	
			0	
TOTAL POINTS		**100**		

NB: Bidder(s) are required to achieve a minimum of 70 points out of 100 points, bidders who failed to meet the stipulated threshold will not be considered for the next stage.

G. PRICING AND SPECIFIC GOALS

Description	Quantity	Price Per Unit	Total Price Excluding VAT per Month
Genesys Cloud Contact Centre System with Software license for 12 months	**58**		
System Support for 12 months	**24hrs**		
WhatsApp for Business (per usage)	**8000**		
Social media usage	**3000**		
AI Tokens	**15 000**		
Total Excluding VAT per month			
Total Excluding VAT for 12 months			

Period	Price per month	Price per annum	Escalation	Total Cost
Year 1	R	R	0%	R
Year 2	R	R		R
Year 3	R	R		R
BID PRICE EXCLUDING VAT				**R**
VAT				R
TOTAL BID PRICE INCLUDING VAT				**R**

1. Price Evaluation information

The tender with the lowest acceptable price will receive the maximum points allocated for price. The other tenderers will receive proportionately less points based on the following formula:

Ps = 80(1-(Pt-Pmin)/Pmin)

- Where: Ps = Points scored for comparative price of tender or offer under consideration.
- Pt = Comparative price of tender or offer under consideration; and
- Pmin = Comparative price of lowest acceptable tender or offer.

1.1 Price instruction

i. The bidder must price according to the pricing schedule provided.
ii. Breakdowns in costs should be provided, where necessary.
iii. The pricing schedule must be completed in non-erasable ink, and the use of correction fluid/tape is not permitted.
iv. The price quoted by the bidder shall remain fixed for the first twelve (12) months of the contract.
v. For the period thereafter, bidders shall propose a variable annual escalation rate in line with CPI as per National Treasury Regulations. The proposed escalation percentage shall form

part of the bidder's financial offer and will be considered during the evaluation of price. Bidders are therefore encouraged to submit competitive escalation rates within the prescribed range.

vi. The annual escalation rate proposed by the successful bidder shall remain fixed for the duration of the contract, unless otherwise agreed in writing by the parties in accordance with the terms of contract.

vii. Prices tendered must be valid for 120 days and must be for a period of 36 months including provision for price increase.

H. SPECIAL CONDITION

i. NYDA reserves the right to withdraw or amend terms of reference/specifications by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.

ii. NYDA reserves the right not to award any of the tenders submitted.

iii. The cost of preparing the tenders will not be reimbursed.

iv. Shortlisted bidders may be invited for presentations.

v. Successful bidder will be required to sign a confidentiality/non-disclosure agreement.

vi. NYDA reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

vii. NYDA reserves the right to withdraw the awarding of the bid if the organisation and the successful bidder are unable to agree on the terms and conditions of contract within 60 calendar days of the awarding of this bid.

viii. All contracts entered by the organisation are subject to the attached general conditions of contract.

ix. Any plans to prepare the premises to be fully legally compliant must be submitted as part of the required returnable documentation.

I. REASONS FOR REJECTION

i. NYDA reserves the right to contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparison or award decisions in any manner, may result in rejection of the quote/proposal concerned.

ii. Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published on the NYDA website. Any effort by a tenderer to influence the tender evaluation, tender comparisons, or tender award decisions in any matter, may result in rejection of the bidder concerned.

iii. The NYDA shall reject a submission if the bidder has committed a proven fraud and/or corrupt act in competing for a particular contract.

iv. NYDA may disregard the bid of any Tenderer if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

J. REVIEW PROCESS

i. To evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to the bid and to complete all the mandatory fields and questionnaires.

ii. Documents submitted on time by bidders shall not be returned and shall remain the property of the NYDA.

iii. All bids duly lodged will be evaluated in accordance with the evaluation criteria.

iv. NYDA may require presentations from short-listed bidders as part of the bid process.

v. All tenders duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest15 in the enterprise,
employed by the state? **YES/NO**
If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.1.1 If so, furnish particulars:

……
……

2.2 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

2.2.1 If so, furnish particulars:

……
……

15 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.

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium16 will not be construed as collusive bidding.

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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.

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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

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.

Bidders must submit CIPC Registration documents, B-BBEE Certificate/Affidavit, shareholder certificate/s and detailed CSD report to claim the points allocated as per the table below.

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
At least 51% owned by people that are women	05	
At least 51% owned by disabled people	05	
At least 51% owned by people that are youth	10	

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
- Non-Profit organisation
- 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 because 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: .....

.....

.....

.....

ANNEXURE A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 anything 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) 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:

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
13.1.4 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
13.1.5 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 fulfilment 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.

24. Contract – Amendments **18.1** No variation in or modification of the terms of the contract shall 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 – 21.1 Delivery of the goods and performance of services shall be **supplier's performance** 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 cancelling 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 – duties and rights

24.1 When, after the date of bid, provisional payments are required, or **and countervailing** antidumping 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.