

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBE196	CLOSING DATE:	22 July 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE TO BRAILLE, ENLARGE AND AUDIO-VERSION QUESTION PAPERS FOR THE NATIONAL SENIOR CERTIFICATE AND SENIOR CERTIFICATE EXAMINATIONS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN ENTRANCE / RECEPTION, SOL PLAAJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Ms P Ogunbanjo	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 3909	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	Ogunbanjo.p@dbe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number: **DBE196**

Closing Time: **11:00**

Closing date: **22 July 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
		Appointment of a service provider or a consortium of service providers with professional and technical expertise to Braille, Enlarge and Audio-version question papers for the National Senior Certificate and Senior Certificate examinations. Refer to paragraph 9.1.2 of the Terms of Reference.	R.....

- Required by:

- At:

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE196
CLOSING DATE : 22 July 2024
TIME : 11:00

Non-compulsory briefing session will be held as follows

DATE : 10 July 2024
VENUE : Microsoft Teams
TIME : 10:00 until 11:00
CONTACT PERSON : Ms Nthabiseng Metula
TEL : (012) 357 3134

Bidders who are interested in joining the session should send their email address to Tenders@dbe.gov.za, a day before the date of the session for logistics purposes. The due date is 09 July 2024



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE:

APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE TO BRAILLE, ENLARGE AND AUDIO-VERSION QUESTION PAPERS FOR THE NATIONAL SENIOR CERTIFICATE AND SENIOR CERTIFICATE EXAMINATIONS

1. AIM

To provide specifications for the appointment of a suitable service provider or a consortium of service providers who will be responsible for the Braille, enlargement, and audio-versioning of question papers for the National Senior Certificate Examinations and the Senior Certificate Examinations for the May/June 2025 to the October/November 2027 examinations.

2. BACKGROUND INFORMATION

The Department of Basic Education (DBE) offers two examinations per annum in May/June and October/November. The DBE develops 162 question papers annually for the October/November National Senior Certificate (NSC) examinations and 158 question papers for the May/June NSC/Senior Certificate (SC) examinations annually. These question papers need to be provided in Braille, large print, and audio version to candidates who are visually impaired, or have been granted concessions.

In order to accommodate blind learners, partially sighted learners, and learners with concessions for audio material, there is a need to Braille, enlarge the font size, and to

produce audio compact disks for question papers for the November and June NSC and SC examinations annually, as per request from provinces. The arrangement is that the DBE coordinates the Brailing, enlargement, and production of audio tapes of the national question papers on behalf of the Provincial Education Departments (PEDs). This is done to ensure the security of the national question papers, promote uniform standards, and quality in the PEDs.

3. SCOPE OF THE PROJECT

The DBE is seeking to appoint an experienced service provider or a consortium of service providers to develop and print question papers in Braille, develop print-ready master copies of enlarged question papers in font sizes 14, 16, 18, 20, 22, 24 and 26 (or as required by the DBE), and audio-versioned question papers. The service provider or a consortium of service providers must have operated within the borders of the Republic of South Africa for a minimum period of three (3) years prior to the closure date of the bid.

The service provider will render the following services:

- (a) Depending on the enrolment statistics for examinations, and subject to a 20% variation, Brailing of 80 question papers and the provision of 2800 copies of the brailled question papers to candidates for the nine (9) PEDs for the October/November Examinations.
- (b) Depending on the enrolment statistics for examinations, and subject to a 20% variation, Brailing of 55 question papers and the provision of 1000 copies of the brailled question papers to candidates for the nine (9) PEDs for the May/June Examinations.
- (c) Depending on the enrolment statistics for examinations, and subject to a 20% variation, the enlargement of 90 question papers for the nine (9) PEDs for the October/November Examinations.
- (d) Depending on the enrolment statistics for examinations, and subject to a 20% variation, the enlargement of 60 question papers for the nine (9) PEDs for the May/June Examinations.

- (e) Depending on the enrolment statistics for examinations, and subject to a 20% variation, and special concessions granted, the audio-versioning of 90 question papers, and the provision of 2800 copies on compact disks (or any other electronic storage device approved by the DBE) for the nine PEDs (9) for the October/November examination.
- (f) Depending on the enrolment statistics for examinations and special concessions granted, and subject to a 20% variation, the audio-versioning of 60 question papers, provision of 1000 copies on compact disks (or any other electronic storage device approved by the DBE) for the nine (9) PEDs for the May/June Examinations.

The responsibilities of the DBE and service provider(s) are explained below:

3.1 Preparations for Braille, Large Print, and Audio-Versioning

The DBE will schedule a meeting with the nominated manager of the service provider, responsible for the Braille, Large Print, and Audio-Versioning of question papers.

During this meeting the DBE will submit to the service provider or a consortium of service providers the following documents/ material:

- (a) A list of question papers per province, per language that must be Brailled. This list must specify the number of copies required per question paper;
- (b) A list of question papers per province, per language that must be adapted for Large Print. This list must specify the font size required per question paper, per province;
- (c) A list of question papers per province, per language that must be adapted for the audio version;
- (d) A password-protected CD or any other secure electronic storage device that contains Word versions of the question papers that must be Brailled;
- (e) A password protected CD or any other secure electronic storage device that contains Word versions of question papers that must be adapted for Large Print; and
- (f) A password protected CD or any other secure electronic storage device that contains Word versions of question papers that must be adapted for the audio version.

The service provider will:

- (a) Sign for receipt of question papers on password-protected CDs or any other secure electronic storage device as well as all documents handed over by the DBE;
- (b) Ensure that all officials who handle question papers sign oaths of secrecy when question papers on password protected CDs or any other secure electronic storage device are handed over;
- (c) Hand over declarations that all officials who handle question papers do not have relatives who sit for any given examination;
- (d) Allow the DBE to conduct a site visit before question papers are handed over;
- (e) Ensure that question papers are locked in a walk-in fireproof strongroom; and
- (f) Ensure that all necessary health and safety regulations are adhered to for all activities.

3.2 Proofreading and Quality Assurance by DBE

After the service provider completed the Braille, Large Print, and Audio-Versioning, the DBE will conduct a final quality assurance and proofreading of all adapted versions of question papers at the service provider/s' premises before they are prepared for handover to the DBE.

3.3 Packaging of adapted question papers

3.3.1 Brailled question papers

Each copy of a Brailled question paper must be sealed in a transparent plastic bag. Where more than one copy has been requested, each copy must be sealed individually.

These sealed question papers must then be packed and sealed in boxes per province.

3.3.2 Question papers adapted into Large Print

The service provider must make question papers adapted for Large Print available on password protected CDs or any other secure electronic storage device (approved by the

DBE) per province and per language, according to the list provided when question papers were submitted by the DBE.

3.3.3 Audio-versioned question papers

The service provider must make question papers adapted into audio-version available on password protected CDs or any other secure electronic storage device (approved by the DBE) per province and per language, according to the list provided when question papers were submitted by the DBE to the service provider.

3.4 Delivery of question by the service provider to the DBE

The DBE will collect all Brailled question papers, Large Print and/or Audio Version from the service provider/s on the agreed date and at the agreed time. The DBE and service provider/s will then verify the material/documents/question papers handed over to the DBE. These will be verified against the list submitted by the DBE to the service provider/ s.

4 CONFIDENTIALITY AND SECURITY OF QUESTION PAPERS

The service provider/s must keep confidential all information, documents and material received from the DBE. The service provider/s may not use any information, documents or material received from the DBE for any purpose other than performance of its obligations in terms of a signed Memorandum of Understanding (MoU). All information which the service provider obtained from the DBE and all information which is obtained while performing their obligations, whether or not that information is marked 'confidential', unless the DBE consents to that disclosure, must be kept confidential.

All documents or other records of confidential information disclosed between the parties will always remain the property of the disclosing party, unless stated otherwise.

The parties shall always take cognisance of the relevant legislation which may affect the disclosure of any information.

In terms of the security of question papers, the following must be observed:

- (a) When receiving master copies from DBE, the service provider/s' designated official signs for and locks the master copies in a safe that has a double locking system;
- (b) The service provider/s must have functional CCTV surveillance wherever question papers are handled;
- (c) The service provider/s may not provide question papers received from the DBE to any other assessment body without prior permission from the Director/Chief Director of Examinations and Assessment;
- (d) The service provider/s must ensure that precautions are taken at all times to ensure the safety and security of question papers during adaptation, printing, packing, storage and distribution;
- (e) The service provider/s must adhere to all security protocol prescribed by the DBE. In the event of a breach of security by any official or representative of the service provider/s, the service provider/s will be responsible for all costs relating to the replacement of such a question paper nationally;
- (f) The service provider/s must not communicate in any form with third parties on any aspect relating to a signed agreement, including, but not limited to, stakeholders in education, the media, other government departments, service providers, etc.;
- (g) The service provider/s may not electronically distribute any question papers;
- (h) The service provider/s must make available a list of names with identity numbers of all personnel that will be involved in the handling of question papers, per any given examination;
- (i) The appointed service provider/s must provide declarations to maintain secrecy, signed by all persons who will work with question papers. The appointed service provider/s must further provide procedures for declarations done by staff members who have relatives sitting for Grade 12 examinations;
- (j) The service provider/s must ensure that no person whose relative(s) are sitting for an examination may handle question papers relevant to that examination;
- (k) The service provider may not supply any question papers to PEDs without written authorisation from the DBE;

- (l) The service provider/s must delete all question papers or any material that relates to question papers from their computers/hardware after the Braille, enlargement and audio versioning has been completed. The master copies need to be locked in a fire-proof safe. The DBE will closely monitor this process;
- (m) The shredding of spoilt material must be done in a secure, double-lockable area that is under CCTV surveillance. The shredded material may only be dispatched from the secure area of the service provider after permission has been obtained from the DBE; and
- (n) All processes (including, but not limited to, proofreading, enlargement, editing, Braille, audio-versioning) must be done in an access-controlled secure area that is under CCTV surveillance.
- (o) An individual workstation should be allocated per computer used for braille, large print and audio recording.

5 KEY DELIVERABLES

The output of this project will be the availability of Braille, enlarged and audio versioned question papers for the November NSC examinations and the June NSC/SC examinations in selected subjects, on an annual basis. The quantities required per question paper will vary from one examination to the next, depending on enrolment statistics.

The service provider/consortium of service providers will:

- (a) Translate each of the selected question papers into Braille by using the Duxbury programme and complying with *The Rules of Unified English Braille* as published by the International Council on English Braille;
- (b) Develop master copies of each of the selected question papers translated into Braille, as stipulated under (a) above;
- (c) Make available to the DBE the electronic master copies of question papers translated into Braille;

- (d) Print the question papers translated into Braille, based on the number of copies requested by the DBE at the time when orders are placed. This will vary according to the enrolment numbers for any given examination;
- (e) Enlarge each of the selected question papers to font sizes 14, 16, 18, 20, 22, 24 and 26, or as required by the DBE, so that the enlarged version is a verbatim representation of the original question paper. Total number of question papers to be enlarged is approximately 90 per examination;
- (f) Make available to the DBE the enlarged question papers on a password-protected compact disc, as per the requirements for each examination;
- (g) Make available audio-versioned selected question papers, depending on the enrolments per question paper, per examination. The total number of question papers to be offered in audio version will vary according to enrolments; and
- (h) Make available to the DBE the audio-versioned question papers on a password-protected compact disk, per subject, per candidate, per province, depending on the enrolment numbers per examination.

5.1 Braille Specifications

Question papers for the National Senior Certificate examinations for November and June

Contracted Unified Braille Code, double-sided or single-sided and 14 to 25 lines printing per page. Tables must be included and printed on pages. Tactile graphics may be made available in a separate diagram book. In all subjects the Braille translation must be done without adapting the version of a question paper received from the DBE. Pictures, photographs, cartoons, and other visual material/graphics will be adapted for braille by the DBE and the service provider will translate these into Braille. Captions, texts, and questions are to be retained on the Braille copy. All Braille translations must comply with *The Rules of Unified English Braille* as published by the International Council on English Braille.

AND/OR

Uncontracted UBC, double-sided or single-sided and 14 to 25 lines printing per page. Tables must be included and printed on pages. Tactile graphics may be made available in a separate diagram book. In all subjects, the Braille translation must be done without adapting the version of a given question paper received from the DBE. Pictures, photographs, cartoons, and other visual material/graphics will be adapted for Braille by the DBE and the service provider will translate these into Braille. Captions, texts, and questions are to be retained on the Braille copy. All Braille translations must comply with *The Rules of Unified English Braille* as published by the International Council on English Braille.

5.2 Large Print Requirements

- (a) Change the question paper font sizes as per the instructions received from the DBE;
- (b) Enlarge font size on an A4 size page, spreading a page over two or more pages if necessary;
- (c) Line and paragraph references are brought in line with the enlarged version of the question paper; and
- (d) Enlarge all visual and graphic material to align with the required font size.

5.3 Audio-version

- (a) A voice-over professional, who is accredited, reads the question papers received from the DBE and this is recorded in a sound-proof production studio and
- (b) Completed audio documents can be delivered as an audio CD, DBE approved electronic device or MP3.

6 TIMEFRAMES

- 6.1 The contract will commence with the appointment of the service provider to cater for six (6) examinations (3 years) from May/June 2025 and continue until October/November 2027.
- 6.2 When deadlines are set, it will be expected of the service provider to deliver the required services within a set time frame. The time frames agreed upon by the service provider and the DBE are binding.

6.3 The further breakdown of activities and its deliverables will be agreed upon with the appointed service provider and a final work plan must be approved by the DBE.

Annual Targeted dates and deadlines for November examinations

DATE	ACTIVITY
25 July	DBE receives enrolment statistics from PEDs and requests quotations from service providers
5 August	(a) The service provider receives statistics from the DBE (b) Service provider provides quotations based on the order placed by the DBE. (c) Service provider submits a work plan and budget.
14 August	DBE delivers first consignment of question papers for Braille, enlargement and audio-versioning to service providers
23 August to 20 September	Service provider proofreads and quality assures question papers that are adapted for Braille, Large Print and Audio-Version DBE conducts a verification and does an independent quality assurance and proofreading to ensure that the agreed quality is met
5 September	Service provider delivers Brailled, enlarged and audio-versioned question papers to the DBE (first consignment)
29 August	DBE delivers second consignment of question papers for Braille, enlargement and audio-versioning to service providers
10 September	Monitoring of progress and quality of work by the DBE
20 September	Service provider delivers Brailled, enlarged and audio-versioned question papers to the DBE (2 nd consignment)

Annual Targeted dates and deadlines for June examinations

DATE	ACTIVITY
1 February	DBE receives enrolment statistics from PEDs and requests quotations from service providers
15 February	(a) The service provider receives statistics from the DBE (b) Service provider provides quotations based on the order placed by the DBE.

	(c) Service provider submits a work plan and budget
1 March	DBE delivers first consignment of question papers for Braille, enlargement and audio-versioning to service providers
9 March to 13 April	Service provider proofreads and quality assures question papers that are adapted for Braille, Large Print and Audio-Version DBE conducts a verification and does an independent quality assurance and proofreading to ensure that the agreed quality is met
15 March	DBE delivers second consignment of question papers for Braille, enlargement and audio-versioning to service providers
22 March	Service provider delivers Brailled, enlarged and audio-versioned question papers to the DBE – 1 st consignment
13 April	Service provider delivers Brailled, enlarged and audio-versioned question papers to the DBE – 2 nd consignment

7 PENALTIES/WARRANTIES

- 7.1 If it is shown that errors or shortcomings exist within the services provided, the bidder shall be notified in writing and shall be required to perform corrective action within seven (7) days to remedy such errors at no cost to the DBE.
- 7.2 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

8 MONITORING OF PERFORMANCE

- 8.1 DBE will monitor the performance of the service provider in terms of the stipulated deliverables and time frames. Operational meetings will be held to facilitate the reporting of deliverables. Formal meeting procedures will be followed. Approved and signed minutes will be kept by the DBE as official records of meetings held.

- 8.2 The DBE will monitor all processes performed on question papers to ensure that the contractor complies with the *Standard Operating Procedures for the Handling of Question Papers*.
- 8.3 The DBE reserves the right to terminate the contract with the appointed service provider at any point within the contract period should the performance of the service provider not be satisfactory in terms of the stipulated deliverables and requirements.

9. BIDDING REQUIREMENTS

9.1 Mandatory requirements

- 9.1.1 Bidders must submit a **company profile(s)**. In the case of a consortium or a joint venture, a profile of each company must be submitted.
- 9.1.2 Bidders must provide a total cost for the required service/ goods inclusive of VAT and the price should be for the full duration of the project (May/June 2025 to the October/November 2027 examinations).
- 9.1.3 All bids must be submitted on the official Standard Bidding Documents (SBD) forms **(any alteration on the forms will lead to disqualification)**.
- 9.1.4 Bidders must submit proof of registration with the South African Braille Authority (SABA) or other recognised authority in the Republic of South Africa.
- 9.1.5 Bidders must submit a business process and work plan.
- 9.1.6 Bidders must submit a minimum of three contactable references for exam related work done over the past three years.

Bidders who do not comply with all the above mandatory requirements will be disqualified.

9.2 Non-Mandatory requirements

- 9.2.1 Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD3.1, SBD4, and SBD6.1). Non-submission of the SBD6.1 form will result in non-awarding of the preference points. **SBD means Standard Bidding Documents.**
- 9.2.2 In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- 9.2.3 If bidding as a Consortium or Joint venture, the Consortium or Joint Venture should provide/ submit the following information and documents:
- i. The agreement signed by nominated members of both/ all consortium or joint venture partners; and
 - ii. State the leading company.
- 9.2.4 If bidding with an intention of subcontracting certain tasks the Bidder should state, the name of the subcontract Company and percentage to be sub-contracted.

10. BRIEFING SESSION AND ONSITE VISIT

Briefing Session: A non-compulsory virtual briefing session will be hosted at a date and time as reflected in the publication notice. Bidders are strongly advised to attend the briefing session.

All shortlisted Bidders will be subjected to a site visit as part of the bid evaluation process. This will form part of the final decision making in awarding the bid.

11. EVALUATION CRITERIA

The bids will be evaluated according to various attributes, namely, skills, knowledge competence, capacity, credibility, and relevant experience. These are listed in **Table 1** below.

Table 1: Points of Bid Evaluation Criteria for Braille/Large Print/Audio-versioning of Question Papers

DESCRIPTION OF SUB-CRITERIA		MAXIMUM POINTS				
11.1	<p>Business process</p> <p>The Business Process is a comprehensive account in narrative i.e. the process planning and coordination on how each activity will be undertaken and achieved, including contingency measures.</p> <p>Theoretical and practical considerations of the project should be lifted in this part of the bid proposal and success criteria should be clearly understood.</p> <p><i>Please note that the narrative may include activities over and above the ones listed henceforth.</i></p>					
<p>11.1.1 Outline of business processes</p> <p>Clearly motivated description of the Business Processes showing, at the minimum:</p>						
<p>(a) Methodology/Techniques</p> <ul style="list-style-type: none">• Description of aim/mission, company profile and its background;• Standard operating procedures; and• Outline of principles associated with the way Braille, enlargement and audio versioning are done. <p>2 points for details provided for each of the criteria listed.</p>		2 2 2				
<p>(b) Software required for each of required tasks, i.e. braille, large print and audio-versioning, i.e. Duxbury, MS Word, Coral Draw or any other program in use for graphic design.</p> <p>2 points if service provider uses Duxbury, MS Word and *Coral Draw) 1 point if the service provider uses only one (1) of the following: Duxbury, MS Word and *Coral Draw) or any other program in use for graphic design</p>		2				
<p>(c) Sequence of processes to be followed</p> <p>Process map covering all processes and linked to timelines for the 3 activities namely:</p> <ul style="list-style-type: none">-Braille,-Large print and-Audio versioning. <p>1 point for processes and timelines per activity</p>		3				
<p>(d) At least three (3) references for examination-related work done over the past three (3) years. The information should be completed on the template below:</p>		2				
<table><tr><td>Reference 1</td><td></td></tr><tr><td>Client Name</td><td></td></tr></table>		Reference 1		Client Name		
Reference 1						
Client Name						

DESCRIPTION OF SUB-CRITERIA				MAXIMUM POINTS
		Name of Contact Person		
		Contact Details (Telephone number and e-mail address)		
		Project Name and Brief Description		
		Project Start and End Dates		
		Project Value		
		Reference 2		
		Client Name		
		Name of Contact Person		
		Contact Details (Telephone number and e-mail address)		
		Project Name and Brief Description		
		Project Start and End Dates		
		Project Value		
		Reference 3		
		Client Name		
		Name of Contact Person		
		Contact Details (Telephone number and e-mail address)		
		Project Name and Brief Description		
		Project Start and End Dates		
		Project Value		
		2 points for three (3) references. 1 point for one (1) or two (2) references.		
		(e) The bidder must be (a) reputable institution(s) with extensive knowledge and at least five (5) years' experience in Braille, audio-versioning, and enlarging of question papers:	4	
		4 points if entity has five (5) years' experience in all three (3) areas. 2 points if entity has five (5) years' experience in only braille. 0 points if the entity has no experience in braille.		
		11.1.2 Work Plan		
		Clearly motivated Work Plan; contingency and risks plans. These must show <i>at the minimum</i> : activities, deliverables and timeframes.		
		Activities must outline the following plans:		
	(a) Braille/Large Print/Audio-Versioning (Adaptation Process)	i. Timelines	1	(5)
		Timelines in line with targeted dates: 1 point.		
		ii. Differentiation of adaptations per subject/ Braille language		
		Plan shows each subject/braille language: 1 point.		5

DESCRIPTION OF SUB-CRITERIA		MAXIMUM POINTS		
	Plan does not cover some subjects/braille language : 0 points.	1		
	iii. Location of site where adaptation is done. Proof of lease/ownership – documentation such as copy of title deed /lease agreement/ letter of intent to lease: 2 points No copy: 0 points	2		
(b) Handover to the DBE	Proof of procedures to be followed during handover to the DBE: i. Security procedures to be followed; and ii. Outline of handover processes 1 point for proof/document showing proof of each of the above listed	1		
11.1.3 Contingency and risk management plan				
	Provide contingency and risk management plan for managing: <ul style="list-style-type: none">• Unreliable power supply,• possible labour unrest,• theft/ burglary, ,• fire,• natural disasters and• risks associated with the premises/ownership/rental agreement 1 point for each mitigation.	6		(6)
11.1.4 Appropriate resources to be used during Brailleing, printing, packing and distribution:				
(a) Human resources capacity	i. Proof of employment for a total of four (4) braille officials, two (2) proofreaders, two (2) large print officials and one (1) official for audio. An official may be appointed for more than one activity. All above-listed officials appointed – 2 points. Only four (4) officials are appointed for Braille and not any for large print or audio appointed: 1 point.	2		

DESCRIPTION OF SUB-CRITERIA			MAXIMUM POINTS	
		No officials for Braille appointed: 0 points.		(11)
		ii. Comprehensive CVs of the appointed officials/specialists are provided and indicate that they have 3 years' experience in the following: <ul style="list-style-type: none"> • Braille codes, rules, transcribing and updates in line with Duxbury programme • Enlarging question papers in Word or a graphic design programme in line with the scope of work • Audio-Versioning –experience in reading for audio-recording in a subject • Proofreading – experience in proofreading All staff members have 3 years' experience in all three of the above: 5 points All staff members have 3 years' experience in one or two of the above activities: 3 points Staff members have less than 3 years' experience in braille: 1 point No evidence provided of experience: 0 point	5	
		iii. Proofreaders and officials who adapt question papers have Grade 12.	2	
		iv. CV states that staff members have technical expertise in Braille proofreading (a blind reader or sighted reader that can read braille)	2	
		2 points if stated.		

DESCRIPTION OF SUB-CRITERIA			MAXIMUM POINTS	
	0 point if there is nobody stated			
11.1.5 On-site inspection – Resources				
(a) Physical resources	i. Number of venues/rooms for each process/task	3	6	(30)
	Separate rooms for each activity (braille, audio, large print): 3 points			
	Braille and large print in one room: 2 points			
	Three activities in one room: 0 point			
	ii. Are the venues access controlled/secured/reserved?	1		
	iii. A fireproof walk-in strong room.	2		
(b) ICT	iv. The company has the required hardware and software for the braille of question papers.	6	24	
	The company has high-volume Braille embossers with software: 2 points,			
	Braille translation software: 2 points			
	Braille graphic embossers with software: 2 points.			
	2 points for each category available to a maximum of 6 points			
	v. A minimum of five (5) computers are used for braille/large print/audio:	5		
	1 point per computer.			
	Computers have at least Windows 10	1		
	vi. Uses the Duxbury programme: Uses Duxbury: 4 points. Does not comply or does not use Duxbury: 0 point	4		
	vii. Appropriate programme for graphic design. Program available and licence up to date:	2		

DESCRIPTION OF SUB-CRITERIA			MAXIMUM POINTS		
	2 points. Program not available or not licenced: 0 point				
	viii. Printers: One high-resolution printer and two (2) desktop printers for hard copies/master copies of question papers: 2 points Only one high-resolution printer or only two desktop printers: 1 point Only one desktop printer or no printers: 0 point	2			
	ix. Evidence of registered licenses for all software required for the project All Licensing agreements (proof): 2 points No proof/any missing licence: 0 point	2			
	x. Health and Safety Proof of approved occupational and health and safety certificate for the building: 2 points Health and safety assessment in progress: 1 point No certificate or no assessment in progress: 0 point	2			
TOTAL FOR SECTION A					69
11.2 On-site inspection – Security					
11.2.1 Physical Security					
i.	Access control by means of an access register, biometrics or any other secure system	1			
ii.	Linked alarm/Armed response	1			
iii.	Property is securely fenced off	1			
iv.	Burglar bars and safety gates	1			
v.	CCTV surveillance installed and monitored. Installed only but not monitored: 1 point No CCTV or dysfunctional: 0 point	2			
11.2.2 Document and IT Security					
(a) Storing master	i. Fireproof safe/strong room.	2	10	(16)	

DESCRIPTION OF SUB-CRITERIA			MAXIMUM POINTS		
copies/proofs/record ed versions of question papers	2 points for a fireproof walk-in safe. No fireproof walk-in strongroom: 0 point		2		
	ii. Two designated key holders to fireproof strong room appointed: Written evidence that two key holders are appointed: 2 points No evidence: 0 point	2			
	iii. CCTV surveillance at fireproof strong room	1			
	iv. Access register to fireproof strong room	1			
	v. Storage of keys to strong room Each key holder's keys stored in different safe: 2 points Both keys stored in the same safe: 1 point. Keys stored in drawers/cabinets or any other place not a safe: 0 point	2			
	vi. The shredding of spoilt material must be done in a secure, double-lockable area that is under CCTV surveillance.	2			
	(b) IT security	i. Secure network			
ii. User IDs are created for each person accessing the secure network		1			
iii. No internet access on computers where question papers are adapted		1			
iv. USB ports disabled on all computers. No external drives to be used. All USB ports disable/external storage devices cannot be used: 1 point. External storage devices can be used/USB ports active: 0 point.		1			
v. All material is deleted from individual desktops and securely stored in the strong room on storage devices until the conclusion of examinations.		1			
11.2.3 Personnel Security					

DESCRIPTION OF SUB-CRITERIA			MAXIMUM POINTS		
		i. Access control/Biometrics or any other secure access control at all areas where question papers are handled.	2	9	(9)
		ii. Evidence that staff are supervised during adaptation – organogram to be provided. Criteria: Organogram showing supervisors of staff: 2 points. No organogram/organogram with no supervisors: 0 point	2		
		iii. Declarations done by staff members relating to relatives sitting for Grade 12 examinations. Copies of declarations for all staff in this category: 2 points Copies of some staff/incomplete: 1 point No evidence: 0 point	2		
		iv. Declaration to maintain secrecy pertaining to all examination material signed by all appointed staff members.	2		
		v. Proof of policy on the use of electronic devices and cellphones in areas where question papers are handled. Copy of policy that prohibits the use of electronic devices and cellphones available: 1 point	1		
			TOTAL B	31	
TOTAL NUMBER OF POINTS					{100}

TOTAL NUMBER OF POINTS

CRITERIA	Maximum points
Business Process	17
Work plan, Contingency and risk management plan & Appropriate resources	22
Site inspection and verification	61
Total	100

Each of the criteria is to be assessed and scored on the assessment sheet using the above points. **Bidders who score less than 60 points out of 100 points on functionality will not be considered for this tender.**

12 PRICE AND PREFERENCE POINTS

Bids will be evaluated in terms of an 80/20 preference point system where 80 points will be used for price only and 20 preference points for DBE-specific goals. (Refer to attached SBD 6.1 form).

The following formula will be used for the calculation of price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for price of bid under consideration

P_t = Rand value of acceptable bid under consideration

P_{min} = Rand value of lowest bid

Points awarded for Specific Goals

A maximum of 20 points will be awarded to a tenderer for the specific goals of people who were historically disadvantaged by unfair discrimination on the basis of being Black, Women, Living with disability, or Youth.

Note to Bidders:

1. The Bidder must indicate how they claim points for each preference point system.
2. Allocation of points will be prorated as per percentage of ownership of each goal.
3. DBE will verify the ownership percentage using the CSD report, should there be discrepancies CSD report takes precedence.

4. Specific goals for the tender and points claimed are indicated in the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the Bidder)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilise CSD Report to validate points claimed		
Women	8	DBE will utilise CSD Report to validate points claimed		
People living with Disability	1	Submit any of the documents below: Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPDPSA); OR Medical Certificate		
Youth	6	DBE will utilise CSD Report to validate points claimed		
Total Points	20			

13 PAYMENT

Payment shall be effected on conclusion of an examination and within 30 days of receipt of valid original invoices and satisfactory completion of deliverables.

14 CONDITIONS

14.1 The commencement date will be the day on which the last signing party appends the signature to the contract.

- 14.2 The duration of the contract will cover six examinations (3 years) commencing from the May/June 2025 examination to October/November 2027 examination.
- 14.3 The service provider will be expected to complete the project and adhere strictly to the deadlines agreed upon at all times.
- 14.4 A Service Level Agreement will be signed between the DBE and the successful bidder. The service provider must be able to commence work within seven (7) working days of signing of the Service Level Agreement. Particular projects/ services will be initiated by means of written instructions to the service provider/s.
- 14.5 The service provider must adhere to the requirements of each examination, which may vary from one examination to the next.
- 14.6 The service provider will be responsible for the Braille, large print and/or audio versioning of question papers. These adapted versions must be verbatim the same as the master copies.
- 14.7 The service provider must ensure that thorough quality assurance and proofreading are done and provide error-free adaptations of question papers. If errors occur, the DBE will not be obliged to pay for the Braille, enlargement or audio versioning of the question paper by the designated service provider.
- 14.8 The service provider/s should adhere to the stipulated time frames for the Braille, enlargement, and audio versioning of question papers. The adapted question papers must be made available to the DBE no later than twenty-one (21) calendar days, or as agreed per the management plan provided by the DBE, after the delivery of the master copies.
- 14.9 The service provider(s) should be available at all stages to provide progress reports, project initiation report and the project closure report within set time frames as requested.
- 14.10 Compromising the security of the question papers or any confidential documents will result in the immediate termination of the contract. The DBE will not be liable for costs incurred by the service provider/s for such a termination.
- 14.11 The intellectual property of question papers submitted to the service provider/s will belong to the DBE. The DBE will own the copyright of the Braille master copies, the enlarged question papers and the audio-versioned question papers. The DBE will be the authorised entity for the electronic versions supplied by the service provider/s.

- 14.12 The DBE reserves the right not to pay the service provider for a given question paper if errors or omissions are made by the service provider/s in the process of translating to Braille, enlarging question papers or audio-versioning papers.
- 14.13 The service provider/s will be expected to complete all phases of the project and adhere strictly to the deadlines agreed upon at all times and to compile written reports on completion of each phase.
- 14.14 The service provider is expected to demonstrate credibility and perform the services as described in this document.
- 14.15 The DBE will confine its contractual dealings with the primary service provider.
- 14.16 The service provider/s shall undertake to avoid any activity of whatsoever nature that may be detrimental to the Department's interest, goodwill, and reputation.
- 14.17 **Termination for default:** The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, reserves the right to terminate this contract with the appointed service provider, in accordance with clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.
- 14.18 Protection of Personal Information Act, No. 4 of 2013: Personal information must be processed lawfully and in a reasonable manner that does not encroach on the privacy of all documents. Therefore, the Department will enter into a Memorandum of Understanding with the successful bidder setting out the terms and conditions of processing and collecting the required information to ensure compliance with the privacy requirements as set out by the POPI Act before any information is disclosed to such bidder.
- 14.19 Materials compiled by the DBE may not be used in any form or for any purpose other than the purpose stipulated in this agreement. If the service provider wishes to use such material in any other form or for any other purpose, including, but not limited to, workshops, media releases and the like, it must submit to the DBE a written motivation for such use.
- 14.20 In the case of any material compiled, developed, researched, commented on, or evaluated on behalf of the DBE as a result of a contractual agreement with the service provider, or any other form of material, irrespective of whether in a completed form or otherwise, all intellectual property rights relating to such material will vest in

the state. The service provider may not use any such material without first having obtained written approval from the copyright owner.

14.21 The DBE reserves the right to change the Terms of Reference prior to the closing of the bid.

14.22 The DBE reserves the right not to appoint a service provider and will not be held responsible for the reimbursement of the expenses incurred during their preparation of this bid.

14.23 Bidders must register on the Central Supplier Database (CSD) and provide their CSD Number as required on the attached SBD1 form.

14.24 The service provider must comply with all the security measures that apply to the conduct of both the SC and NSC examinations prescribed in the Regulations pertaining to the Conduct, Administration and Management of the NSC.

15 COMMUNICATION

15.1 The DBE Supply Chain Management (SCM) Unit shall communicate with bidders where clarity is sought after the closing date and no other communication to any DBE official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid may be entered into.

15.2 All communication between the bidder and the DBE must be in writing and addressed to the SCM Office at Tenders@dbe.gov.za.

16 CONTACT DETAILS

Bid Enquiries

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: Tenders@dbe.gov.za

Enquiries must be made at least twelve (12) days before the closing date of the bid.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 tenderers:

1. *The tenderer must indicate how they claim points for each preference point system.*
2. *Allocation of points will be prorated as per percentage of ownership of each goal*
3. *DBE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilise CSD Report to validate points claimed		
Women	8	DBE will utilise CSD Report to validate points claimed		
Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration; OR • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA); OR • Medical Certificate 		

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed :	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
Youth	6	DBE will utilise CSD Report to validate points claimed		
Total Points	20			

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)