

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DBE200	CLOSING DATE:	17 January 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS FOR EDUCATION MANAGEMENT INFORMATION SYSTEM DATA QUALITY AUDIT FOR A PERIOD OF NINE MONTHS FOR THE DEPARTMENT OF BASIC EDUCATION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
MAIN ENTRANCE / RECEPTION, SOL PLAAJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Ms A Suleman	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 3655	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	Suleman.a@dbe.gov.za	
<b>SUPPLIER INFORMATION</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

## 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](http://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:

.....

## **NOTICE TO ALL PROSPECTIVE BIDDERS**

BID NO : DBE200  
CLOSING DATE : 17 January 2025  
TIME : 11:00

**Non-compulsory briefing session will be held as follows**

DATE : 12 December 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 **11 December 2024**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: DBE200

CLOSING TIME 11:00

CLOSING DATE: 17 January 2025

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

DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**Appointment of a service provider or a consortium of service providers for Education Management System Data Quality Audit for a period of nine (9) months for the Department of Basic Education.**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. Refer to paragraph 7.1.2 of the Terms of Reference

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....  
 .....  
 .....  
 .....  
 .....

R.....  
 R.....  
 R.....  
 R.....  
 R.....

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

.....  
 .....  
 .....  
 .....

R..... days  
 R..... days  
 R..... days  
 R..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....  
 .....  
 .....  
 .....

..... R.....  
 ..... R.....  
 ..... R.....  
 ..... R.....

TOTAL: R.....

Name of Bidder: .....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Basic Education  
Sol Plaatje House  
222 Struben Street  
PRETORIA  
0002

Name: Ms N Metula  
Tel: (012) 357 3134  
E-mail: [tenders@dbe.gov.za](mailto:tenders@dbe.gov.za)

Or for technical information –

Name: Ms A Suleman  
Tel: (012) 357 3655  
E-mail: [Suleman.s@dbe.gov.za](mailto:Suleman.s@dbe.gov.za)



## **basic education**

Department:  
Basic Education  
**REPUBLIC OF SOUTH AFRICA**

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### **TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS FOR EDUCATION MANAGEMENT INFORMATION SYSTEM DATA QUALITY AUDIT FOR A PERIOD OF NINE MONTHS FOR THE DEPARTMENT OF BASIC EDUCATION**

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#### **1. BID DESCRIPTION**

The independent Data Quality Audit (DQA) exercise is one of the five (5) Education Management Information Systems (EMIS) priorities that must be implemented to measure credibility and reliability of the Department of Basic Education (DBE) learner enrolment and educator data. The output of this project will be a scientifically defensible statistical report on the data collected for accuracy, reliability and validity. The Service Provider or Consortium of Service Providers are invited to submit a proposals to conduct an audit which targets a sample of 500 schools from 9 Provinces.

#### **2. AIM**

To appoint a suitable Service Provider or Consortium of Service Providers to conduct a sample data quality audit which targets 500 schools in 9 Provinces over a period of nine months.

#### **3. BACKGROUND**

The DBE through EMIS is tasked with the responsibility to collect, process, analyse and disseminate education data and information in order to support the monitoring and evaluation of the performance on education. EMIS is also required to promote the utilisation of data in planning and decision making in line with its processes. On 20 May 2016 the Learner Unit Record Information and Tracking System (LURITS) was approved as the Education Sector reporting system. This meant that reporting at a unit record level for learners and educators by the schools is done using electronic submission formats of data from the South African School Administration System (SA-SAMS) to the Provincial Data Warehouses (PDWs). The data from the PDWs is quality assured and cleansed to remove duplicates records and anomalies on data within the Provincial Education Department (PED) and prepared for uploading onto LURITS.

The final LURITS aggregated data is used for the DBE program planning, decision-making, resource allocation, monitoring and also used by other government departments, institutions, media, Parliament, researchers, international bodies, the public, etc. The DBE and PEDs are

required to outsource quality assurance of this exercise to the independent Service Provider or Consortium of Service Providers at least once every three (3) years. The goal of the DQA exercise is to improve the quality of data collected by EMIS, through conducting a quality assurance of 500 schools selected using a purposeful sample targeting an enrolment related criteria.

#### **4. SCOPE OF WORK**

- 4.1. The Service Provider is required to conduct the DQA in a sample of 500 schools from all nine (9) Provinces by physically verifying data in the selected institutions., using data received by the Learner Unit Record Information and Tracking System (LURITS) against data from the source which is SA-SAMS or the Cape Education Management Information System (CEMIS) used in the Western Cape PED, vs headcount vs learner register and provincial data warehouse.
- 4.2. The selection of the 500 schools must include ordinary public and subsidised independent schools, and special schools (to consist of primary, secondary and combined schools), and will be based on the following carefully created and consulted criteria which includes the full representation of the following:
  - i. Schools with a high increase in enrolment learner numbers within three years (i.e. between 2022 and 2024);
  - ii. Schools with a high number of duplicate learner records identified;
  - iii. Schools with high number of learners without identity document (ID) numbers and not retrieved from the Department of Home Affairs;
  - iv. Schools with learners sharing an ID number;
  - v. Schools with a high number of learner records rejected by LURITS; and
  - vi. Schools with high number of learners without subjects.
- 4.3 The Service Provider must also produce a detailed DQA report with recommendations for data collection, quality and process improvement.

#### **5. DURATION OF THE PROJECT**

The project will run over nine months, between the 1<sup>st</sup> quarter and the 3<sup>rd</sup> quarter of the 2025/2026 financial year, i.e. 1 April 2025 – 31 December 2025.

#### **6. PROJECT EXECUTION, DELIVERABLES AND TIME FRAMES**

The project will be conducted in three phases over nine months where the Service Provider or Consortium of Service Providers will be expected to deliver the following deliverables within the DBE environment:

Phase	Project Execution	Deliverables	Time Frames
<b>Phase 1: (1 month)</b>	Completion of 15% of the DQA exercise.	<ol style="list-style-type: none"> <li>1. Completed Project plan and required Project initiation documents,</li> <li>2. Survey instrument developed to be utilised during fieldwork,</li> <li>3. List of random sampled schools based on the criteria, and</li> <li>4. Presentation provided on the progress.</li> </ol>	1 month after the contract is signed.
<b>Phase 2: (4 months)</b>	Completion of 70% of the DQA exercise.	<ol style="list-style-type: none"> <li>1. Completion of fieldwork in sampled schools,</li> <li>2. Progress report in the form of a presentation and draft write-up.</li> </ol>	5 months after the contract is signed taking school holidays into account.
<b>Phase 3: (3 Months)</b>	Completion of 100% of the DQA exercise.	<ol style="list-style-type: none"> <li>1. Final Report in the form of a presentation and formal write-up with recommendations for data collection, quality and process improvements</li> <li>2. Satisfaction of all closeout project requirements and documentation.</li> </ol>	8 months after the contract is signed.

## 7. BIDDING REQUIREMENTS

### 7.1. Mandatory requirements

Bidders must comply with the following mandatory requirements:

- 7.1.1 The Bidder must submit a company profile(s). In the case of a Consortium or a Joint Venture, a profile of each company must be submitted.
- 7.1.2 Bidders must provide a total price inclusive of VAT for the project and the price should be fixed for the full duration of the project.
- 7.1.3 All bids must be submitted on the official Standard Bidding Documents (SBD) forms (any alteration on the forms will lead to disqualification).

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



## 7.2. Non-Mandatory Requirements

- 7.2.1 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.**
- 7.2.2 In the case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- 7.2.3 If Bidding as a Consortium or Joint venture, the Consortium or Joint Venture should provide the following information and documents:
- i. The agreement signed by nominated members of both/ all consortium or joint venture partners;
  - ii. The name of the leading company.
- 7.2.4 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.

## **8. NON-COMPULSORY BRIEFING SESSION**

The DBE will hold a non-compulsory virtual briefing session on a date and time as published. Bidders who wish to attend the briefing session must forward their interest to this email address: [Tenders@dbe.gov.za](mailto:Tenders@dbe.gov.za). A link to the virtual meeting will be provided to the interested bidders.

## **9. EVALUATION CRITERIA**

Evaluation Criteria	Description	Score										
Company profile	Track record in conducting large surveys, data processing and statistical analysis.	20										
	Company profile indicating experience in conducting large surveys, data processing and statistical analysis.											
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>Less than one year experience</td><td>0</td></tr><tr><td>One year but less than two years relevant experience</td><td>3</td></tr><tr><td>Two years but less than three years relevant experience</td><td>5</td></tr><tr><td>Three years or more relevant experience</td><td>10</td></tr></table>		Functionality	Score	Less than one year experience	0	One year but less than two years relevant experience	3	Two years but less than three years relevant experience	5	Three years or more relevant experience	10
	Functionality		Score									
	Less than one year experience		0									
	One year but less than two years relevant experience		3									
	Two years but less than three years relevant experience		5									
	Three years or more relevant experience		10									
	Signed Reference letters on company letterhead from different referees on the service they received (for the period starting from 1 January 2020). DBE reserves the right to contact these references to verify the contents of the reference.											
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>No letter</td><td>0</td></tr><tr><td>One letter</td><td>3</td></tr><tr><td>Two letters</td><td>5</td></tr><tr><td>Three or more letters</td><td>10</td></tr></table>		Functionality	Score	No letter	0	One letter	3	Two letters	5	Three or more letters	10
Functionality	Score											
No letter	0											
One letter	3											
Two letters	5											
Three or more letters	10											

Project Management capacity	Experience of project management team (at least three CVs with at least five years experience each in the field of conducting large surveys, data processing and statistical analysis).	20												
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>No CV submitted or CV submitted with less than five years experience.</td><td>0</td></tr><tr><td>One of the CVs submitted with five or more years of relevant experience.</td><td>3</td></tr><tr><td>Two of the CVs with five or more years of relevant experience.</td><td>5</td></tr><tr><td>Three or more of the CVs with five or more years of relevant experience.</td><td>10</td></tr></table>	Functionality	Score	No CV submitted or CV submitted with less than five years experience.	0	One of the CVs submitted with five or more years of relevant experience.	3	Two of the CVs with five or more years of relevant experience.	5	Three or more of the CVs with five or more years of relevant experience.	10			
	Functionality	Score												
	No CV submitted or CV submitted with less than five years experience.	0												
	One of the CVs submitted with five or more years of relevant experience.	3												
	Two of the CVs with five or more years of relevant experience.	5												
	Three or more of the CVs with five or more years of relevant experience.	10												
	Organisational profile is included with a project organogram indicating the roles of responsibilities of individuals on the project.													
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>No organizational profile submitted</td><td>0</td></tr><tr><td>An organizational profile submitted without any project organogram included.</td><td>3</td></tr><tr><td>An organizational profile with a project organogram submitted without roles and responsibilities for all individuals.</td><td>5</td></tr><tr><td>An organizational profile with a project organogram submitted with roles and responsibilities for all individuals.</td><td>10</td></tr></table>	Functionality	Score	No organizational profile submitted	0	An organizational profile submitted without any project organogram included.	3	An organizational profile with a project organogram submitted without roles and responsibilities for all individuals.	5	An organizational profile with a project organogram submitted with roles and responsibilities for all individuals.	10			
	Functionality	Score												
No organizational profile submitted	0													
An organizational profile submitted without any project organogram included.	3													
An organizational profile with a project organogram submitted without roles and responsibilities for all individuals.	5													
An organizational profile with a project organogram submitted with roles and responsibilities for all individuals.	10													
Project plan	A Project Plan (outlining the approach to conduct the Data Quality Audit).	30												
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>No Project Plan submitted.</td><td>0</td></tr><tr><td>A Project Plan submitted with activities, but no timeframes and monitoring plan.</td><td>10</td></tr><tr><td>A Project Plan with activities and timeframes submitted, but no monitoring plan.</td><td>20</td></tr><tr><td>Project Plan with activities, timeframes, and a monitoring plan.</td><td>30</td></tr></table>	Functionality	Score	No Project Plan submitted.	0	A Project Plan submitted with activities, but no timeframes and monitoring plan.	10	A Project Plan with activities and timeframes submitted, but no monitoring plan.	20	Project Plan with activities, timeframes, and a monitoring plan.	30			
	Functionality	Score												
	No Project Plan submitted.	0												
	A Project Plan submitted with activities, but no timeframes and monitoring plan.	10												
	A Project Plan with activities and timeframes submitted, but no monitoring plan.	20												
Project Plan with activities, timeframes, and a monitoring plan.	30													
Risk Management Plan	Risk Management Plan (indicating identified risks and mitigation plan related to auditing data quality ).	30												
	<table><tr><th>Functionality</th><th>Score</th></tr><tr><td>No Risk Management Plan submitted.</td><td>0</td></tr><tr><td>Risk Management Plan with one risk identified and a linked risk mitigation plan.</td><td>5</td></tr><tr><td>Risk Management Plan with two risks identified and a linked risk mitigation plan for each risk.</td><td>10</td></tr><tr><td>Risk Management Plan with three risks identified and a linked risk mitigation plan for each risk</td><td>20</td></tr><tr><td>Risk Management Plan with four or more risks identified, and a linked risk mitigation plan for each risk.</td><td>30</td></tr></table>	Functionality	Score	No Risk Management Plan submitted.	0	Risk Management Plan with one risk identified and a linked risk mitigation plan.	5	Risk Management Plan with two risks identified and a linked risk mitigation plan for each risk.	10	Risk Management Plan with three risks identified and a linked risk mitigation plan for each risk	20	Risk Management Plan with four or more risks identified, and a linked risk mitigation plan for each risk.	30	
	Functionality	Score												
	No Risk Management Plan submitted.	0												
	Risk Management Plan with one risk identified and a linked risk mitigation plan.	5												
	Risk Management Plan with two risks identified and a linked risk mitigation plan for each risk.	10												
	Risk Management Plan with three risks identified and a linked risk mitigation plan for each risk	20												
Risk Management Plan with four or more risks identified, and a linked risk mitigation plan for each risk.	30													

Each of the criteria will be assessed and scored on the evaluation sheet using the above weights. **Bidders who score less than 60 points on functionality, will not be considered for this tender.**

## 10. PRICE AND PREFERENCE POINTS

Bids will be evaluated in terms of 80/20 preference point system where 80 points will be used for *price only* and 20 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. In case of joint venture or consortium, the points will be averaged.
3. DBE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.
4. Specific goals for the tender and points claimed are indicated per 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		

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
Women	8	DBE will utilise CSD Report to validate points claimed		
People living with Disability	1	<b>Submit any of the documents below:</b> <ul style="list-style-type: none"> <li>• Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPDPSA); OR</li> <li>• Medical Certificate</li> </ul>		
Youth	6	DBE will utilise CSD Report to validate points claimed		
<b>Total Points</b>	<b>20</b>			

## 11. PAYMENT

Payment shall be effected proportionately on completion of each phase of the project and within 30 days of receipt of valid original invoices.

Phase	Activity	Proportion of Payment
Phase 1:	Completion of 15% of the DQA Exercise supported by the progress s report.	15%
Phase 2:	Completion of 70% of the DQA Exercise supported by the progress report.	55%
Phase 3:	Completion of 100% of the DQA Exercise supported by the Final Report with recommendations for data collection, quality and process improvements, including satisfaction of all closeout project requirements and documentation.	30%
<b>TOTAL</b>		<b>100%</b>

## **12. CONDITIONS**

- 12.1 The contract shall commence on the date of signature by the last signing Party.
- 12.2 The Service Provider who will implement this project will be fully accountable to the DBE.
- 12.3 The Service Provider will be expected to:
  - 12.3.1 complete all phases of the project and adhere strictly to the deadlines agreed upon at all times and compile a written report on completion of each phase.
  - 12.3.2 comply with the Protection of Personal Information Act (POPIA).
  - 12.3.3 sign the Non-Disclosure Agreement with the DBE.
- 12.4 The Service Provider is expected to demonstrate credibility and capacity to perform the services as described in this document.
- 12.5 CV's of any additional members after the contract has been awarded, must be approved by the DBE.
- 12.6 The DBE will confine its contractual dealings with the primary service provider, in the case of a joint venture approach to the project.
- 12.7 The Service Provider shall undertake to avoid any activity of whatsoever nature that may be detrimental to the DBE's interest, goodwill and reputation.
- 12.8 The material compiled during the project may not be used in any form or for any purpose other than the purpose stipulated in the 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 release and the like, it must submit to the DBE a written motivation for such use and wait for approval.
- 12.9 In the case of any material compiled, developed, researched, commented on, or evaluated on behalf of the DBE as a result of the 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 as envisaged in clause 12.8.
- 12.10 Penalty clause: The delivery of all the phases must be completed within the agreed time frame. Should the agreed period of the contract not be honoured, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties as calculated as per clause 22.1 of the General Conditions of Contract"
- 12.11 The DBE reserves the right to terminate the contract with the appointed service provider at any point during the contract period should the performance of the service provider not be satisfactory in terms of the stipulated deliverables and requirements.
- 12.12 The Bidders must submit proof of registration with the National Treasury's Central Supplier Database (CSD).

- 12.13 The Department reserves the right not to award the tender and will not be held liable for preparation of the bid documents by the bidders.
- 12.14 The DBE reserves the right to change the Terms of Reference prior to the closing of the bid.
- 12.15 **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.

## **13 REPORTING AND MONITORING**

13.1 A Project Management Team (Including the appointed service provider and the DBE EMIS team) will meet on a bi-monthly basis or ad hoc if required to assess the progress of the project and the achievement of milestones, and for additional Project Meetings if necessary. DBE will also conduct field monitoring of the process.

13.2 The DBE will monitor all the sub-activities of the project.

## **14 COMMUNICATION**

14.1 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.

14.2 All communication between the bidder and the DBE must be in writing and addressed to SCM Office at [Tenders@dbe.gov.za](mailto:Tenders@dbe.gov.za)

## **15 CONTACT DETAILS**

### **Bid Enquiries**

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: [Tenders@dbe.gov.za](mailto: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 interest<sup>1</sup> 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 institution	State

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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.

**SBD4**

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = 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. In the case of a joint venture or consortium, the points will be averaged.*
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	<b>Submit any of the documents below:</b> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) registration; <b>OR</b></li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDSA); <b>OR</b></li> <li>• Medical Certificate</li> </ul>		

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		
<b>Total Points</b>	<b>20</b>			

#### 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**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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)