

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER: DBE181		CLOSING DATE: 21 NOVEMBER 2022			CLOSING TIME: 11:00		
DESCRIPTION		APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDERS TO PROVIDE THE DEPARTMENT OF BASIC EDUCATION WITH THE BASIC MINIMUM RESOURCES FOR CODING AND ROBOTICS FOR GRADES 7 TO 9, OVER A PERIOD OF TWO (2) YEARS, INCLUDING A 3-DAY CENTRALISED FACE TO FACE TRAINING SESSION FOR SELECTED CODING AND ROBOTICS OFFICIALS ON THE UTILIZATION OF RESOURCES.					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
MAIN ENTRANCE / RECEPTION, SOL PLAJIE 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 E Khembo	
TELEPHONE NUMBER		012 357 3134		TELEPHONE NUMBER		012 357 4267	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		Tenders@dbe.gov.za		E-MAIL ADDRESS		Khembo.e@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	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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	
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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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-FILED THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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 : DBE181

CLOSING DATE : 21 November 2022

TIME : 11:00

**A non-compulsory briefing session will be held as follows:**

DATE : 03 November 2022

VENUE : Microsoft Teams

TIME : (strictly) 15:00 until 16:00

CONTACT PERSON: Mr Sipho Banda

TEL. : (012) 357 3268

Bidders who are interested in joining the session should send their email addresses to [Tenders@dbe.gov.za](mailto:Tenders@dbe.gov.za), a day before the date of the session for logistic purposes. The due date for submission of email addresses is 02 November 2022 at 15:00.

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER OR A CONSORTIUM OF SERVICE PROVIDER (S) TO PROVIDE THE DEPARTMENT OF BASIC EDUCATION (DBE) WITH THE BASIC MINIMUM RESOURCES FOR CODING AND ROBOTICS FOR GRADES 7 TO 9, OVER A PERIOD OF TWO (2) YEARS, INCLUDING A 3-DAY CENTRALISED FACE TO FACE TRAINING SESSION FOR SELECTED CODING AND ROBOTICS OFFICIALS ON THE UTILIZATION OF RESOURCES.**

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**1. BID DESCRIPTION**

- 1.1 The appointment of a service provider or consortium of service providers with technical expertise to procure, package, label and distribute Coding and Robotics resources for a period of two years, including a centralized 3-day face to face Training session for identified DBE and Provincial Officials on the usage of the resources.

**2. AIM**

- 2.1 To appoint a service provider or consortium of service providers with technical expertise to procure, package, label and distribute Coding and Robotics resources catering for Grade 7 learners in one thousand (1000) schools across the nine (9) Provinces, and to five hundred and sixty-nine (569) schools catering for learners in Grades 8 and 9; and
- 2.2 To provide a centralized 3-day face to face Training session for identified DBE and Provincial Officials on the usage of the resources.

**3. BACKGROUND INFORMATION**

- 3.1 The South African Government is redirecting youth toward the acquisition of scarce skills to enable them to participate in the local mainstream economy and to be competitive globally. In terms of the State of the Nation Address (SONA) and the Sixth Administration priorities, the President has placed education at the apex of Government priorities. Given the current and future importance of technology globally, the President has given a directive for the introduction of a Coding and Robotics Curriculum.

- 3.2 The Department of Basic Education has introduced and is piloting a Draft Coding and Robotics Curriculum which supports the current Technology subject offering to Grades 7-9. This is to be seen in the context of the Fourth Industrial Revolution (4IR) Coding, Robotics and Technology merging theory and practice in order to enhance the practical and manipulative skills of learners.
- 3.3 The Coding and Robotics curriculum will be piloted in one thousand (1000) schools at Grade 7 level and in five hundred and sixty-nine (569) schools at Grade 8 and Grade 9 levels throughout the country.
- 3.4 The pilot is intended to cover all the categories of schools in the system; Full Service, Multi-Grade and Special Schools for learners with disabilities.
- 3.5 Each PED has been requested to submit a list of names of Grade 7 (1000), 8 and 9 (569) schools piloting the Coding and Robotics curriculum as well as the number of teachers per grade who are to receive Training on the utilisation of the resources.

#### **4. SCOPE OF WORK/ DELIVERABLES**

- 4.1 The DBE requires the services of a service provider or a consortium of service providers to procure, package, label and distribute the materials to all nine (9) PEDs. Bidding service providers must be reputable with extensive, demonstrable knowledge and experience in the packaging, distribution and delivery of educational materials. The service provider must also provide the requisite Training on the utilisation of the materials supplied.
- 4.2 A comprehensive business process plan must include details pertaining to the logistical requirements for the execution of this tender. Human and physical resources needed for implementation must be included in the bid documentation submitted. The work plan must cover all phases of the project and must clearly describe the sequence of activities including time frames for deliverables at each stage and associated costs. Risks must be identified with detailed, appropriate risk mitigation plans enumerated.

4.3 Listed below are the responsibilities of the DBE and the successful service provider:

**4.3.1 The Department shall:**

- 4.3.1.1 Inspect the storage facility used by the service provider;
- 4.3.1.2 Provide the service provider with the delivery addresses;
- 4.3.1.3 Monitor the delivery of consignments to provincial centres; and
- 4.3.1.4 Compile and submit paperwork for payment on receiving Proof of Delivery (PoD) and invoices from the service provider;
- 4.3.1.5 Provide venue for the 3-day centralized Training session.
- 4.3.1.6 In consultation with the service provider and provinces, schedule the centralized Training session.

**4.3.2 The service provider is expected to:**

- 4.3.2.1 To procure the Coding and Robotics resources as per specifications attached;
- 4.3.2.2 Package and label the resources as instructed by the DBE;
- 4.3.2.3 Distribute the required resources to all 9 provinces as directed by the DBE;
- 4.3.2.4 Provide the 3-day centralized training for identified officials on the utilisation of the supplied resources; and
- 4.3.2.5 Meet delivery schedules as determined by the DBE upon the award of the tender.

- 4.4 The shortlisted service provider is expected to demonstrate to the bid evaluation committee the functionality, durability and educational suitability of the resources. The service provider must specify the guarantee and warranty period applicable to the resources. The minimum warranty period must be two (2) years.
- 4.5 The successful bidder/s must submit an implementation plan to dbe within two weeks after being awarded the tender.
- 4.6 The successful bidder/s must finalise delivery to three PEDs within a maximum of two (2) months following the award of the tender, including submission of copies of PoDs to the receiving PEDs. The original PoDs must simultaneously be submitted to the DBE (MST-Curriculum, Innovation and e-Learning Directorate).

- 4.7 Delivery of Coding and Robotics resources for Grades 7, 8 and 9 must be completed within two (2) years of the first delivery being made. The sequence of deliveries, number of schools and number of resources per schools, is detailed in **TABLE 1 (Grade 7)**, and **TABLE 2 (Grade 8&9)**.

**TABLE 1: Grade 7**

RESOURCES PER PROVINCE - YEAR 1					
Province	Number of Schools per province	Year 1 Grade 7 20 Coding and Robotics Kits per School	Number of charging mobile trolleys /safes per province	Number of tablets per province	Number of tablets per province
			1 x 40 Bay Charging trolley/safe per school	20 x Two-in-One Tablets per school	1 x Laptop per School
EC	111	2220	111	2 220	111
FS	111	2220	111	2 220	111
GP	111	2220	111	2 220	111
KZN	112	2240	112	2 220	112
LP	111	2220	111	2 220	111
MP	111	2220	111	2 220	111
NC	111	2220	111	2 220	111
NW	111	2220	111	2 220	111
WC	111	2220	111	2 220	111
<b>TOTAL</b>	<b>1000</b>	<b>20 000</b>	<b>1000</b>	<b>19 980</b>	<b>1000</b>

**TABLE 2: Grades 8 and 9**

Province	Number of Schools Province	Year 2 Grades 8-9 20 Coding and Robotics Kits per School	A Mobile Charging for trolleys/safes storage of 40 tablets	Number of tablets per province	Number laptops of per province
			(1 x 40 Bay Charging trolley /safe per school)	20 x Two-in-One Tablets per school	(1 x Laptop per School)
EC	50	1000	50	1 000	50
FS	50	1000	50	1 000	50
GP	46	920	46	920	46
KZN	115	2300	115	2 300	115
LP	48	960	48	960	48
MP	110	2200	110	2 200	110
NC	47	940	47	940	47
NW	66	1320	66	1 320	66
WC	37	740	37	740	37
<b>TOTAL</b>	<b>569</b>	<b>11 380</b>	<b>569</b>	<b>11 380</b>	<b>569</b>

**TABLE 3: 3-day Centralised Training**

Number of Coding and Robotics Officials		
Province	District and DBE	Provincial
EC	12	1
FS	5	1
GP	15	1
KZN	12	1
LP	10	1
MP	4	1
NC	5	1
NW	4	1
WC	8	1
DBE	6	0
<b>TOTAL</b>	<b>81</b>	<b>9</b>

4.8 The specifications for the list of resources and Kits for Coding and Robotics can be found in **ANNEXURE A**.

4.9 A 3-day centralised training for identified officials on the utilisation of the supplied resources:

- (a) The service provider is responsible for demonstrating the use of resources provided to identified coding and robotics officials from all PEDs and the DBE.
- (b) **Training will be face-to-face** and the DBE will provide the venue
- (c) The service provider must provide **one complete set of resources/materials/coding and robotics kits for each participant** at the centralised training session which will become the property of the District, PED, and the DBE.
- (d) **1 Training manual** printed in full colour to be provided to each Participant.
- (e) **One electronic PDF version** of the Training manual must be provided to each participant in a **USB memory device/memory stick**.
- (f) The Training content must include:

**(ff) Administration Training**

- i. Setting up the software and hardware
- ii. Linking and connecting hardware and software
- iii. Saving and deleting projects
- iv. Archiving, backup and storage process
- v. Troubleshooting



**(fff) Training**

- vi. Setting up software and hardware
- vii. Creating new projects
- viii. Connecting all components
- ix. Adding new components to the system
- x. Standard coding streams
- xi. Troubleshooting
- xii. One fully coded and working robot to be created from start to finish, during the Training session. The Robot must function as per the coding instructions given to it.
- xiii. Recorded version of the session to be delivered to DBE and each Provincial Department of Education.

(g) The Training manual requires **Original Equipment Manufacturer (OEM)** approval

4.10 Service provider must provide a detailed project closure report to DBE.

## **5. PACKAGING AND LABELLING**

5.1 The service provider must detail in the business process how the following will be executed:

### **5.1.1 Packaging per Province**

- 5.1.1.1 Each school must have twenty (20) Coding and Robotics Kits per specified grade. Each Kit must contain a list of the items inside. Each box must be labelled with the subject name and grade. Each grade must have its own box, clearly labelled on the outside with a sticker.
- 5.1.1.2 Each school must be provided with **one (1)** Mobile Charging trolley/safe for 2 in 1 tablet (hosting 40 tablets and two laptops).

### **5.1.2 Labelling per consignment/container/crate of delivered goods**

5.1.2.1 The label on the crate to be delivered to each school must have the following information (Bold font size 72 or bigger):

- 5.1.2.1.1 Name of the PED in full;
- 5.1.2.1.2 Subject name;
- 5.1.2.1.3 Name of School and EMIS number

### **5.1.3 Storage and Distribution**

5.1.3.1 The safety of the materials is the responsibility of the service provider at all stages i.e. during packaging, storage and in transit.

5.3.1.2 The service provider is required to have a storage facility/facilities to support operations within the nine provinces. The operations at the storage facility may include amongst others to:

- store material received from the DBE;
- serve as a distribution point; and
- Store material after data capture.

## **6 The service provider must note that:**

6.1 Packaged and labelled materials must be stored safely before, during and after preparation for distribution to various delivery points. including while in transit;

6.2 There will be one delivery point per province (**TABLE 4**);

6.3 The exact location and contact persons per province will be made available by the DBE to the successful bidder; and

6.4 The functionality of the procured service execution must be demonstrated to the satisfaction and sign-off of the DBE, prior to final distribution to PEDs.

**TABLE 4: Delivery Points Per Province.**

No.	PROVINCE	CITY/TOWN	Coordinates
1.	Eastern Cape	Steve Vukile Tshwete Education Complex, Zone 6, Zwelitsha, Bisho, 5605	-32.919251406773945, 27.414063740137898
2.	Free State	Fidel Castro Building, Room 1601, 16th Floor, 55 Elizabeth Street, Bloemfontein, 9300	-29.106787816631464, 26.156132183977316
3.	Gauteng	17 Simmonds Street, Marshalltown, Johannesburg, 2107	-26.20742955843987, 28.039630151212172
4.	KwaZulu-Natal	Anton Lembede Building at 247 Burger Street, Pietermaritzburg, 3200	-29.600440425749508, 30.375216812069045
5.	Limpopo	Cnr 113 Biccard & 24 Excelsior Streets, Polokwane, 0700	-23.915629788540198, 29.458171197362883
6.	Mpumalanga	5 Government Blvd, Riverside Park, Mbombela, 1200	-25.437290748478855, 30.9639809506647
7.	Northern Cape	56 Barkly Road Homestead Kimberley, 8301	-28.711708334423815, 24.75033474417594
8.	North West	1 <sup>st</sup> Floor East Wing, Garona Building, Dr James Moroka Drive Mmabatho, 2735	-25.830667075474754, 25.610635630681507
9.	Western Cape	Room 926 Grand Central Building Lower Plein Street, Cape Town, 8000	-33.91693298012678, 18.424411175697543

## 7 TIMEFRAMES

- 7.1 The duration of the contract will be two (2) years.
- 7.2 When deadlines are set, it will be expected of the service provider to deliver the required services within set timeframes. The timeframes agreed upon by the service provider and the DBE are binding.
- 7.3 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.

**TABLE 5: Summary of Key Activities**

<b>Duration</b>	<b>ACTIVITY</b>
<b>A month from the commencement date</b>	(a) Submit workplan and budget; (b) Secure site e.g. packaging, storage etc.; (c) Develop reporting frameworks; and (d) Receive list and contact details of provincial contact person from DBE.
<b>Two (2) months from inception of the contract until the end of the contract period</b>	(a) Signed proof of deliveries submitted by service provider (b) Print (c) Pack and label (d) Dispatch (e) Submit final reports

## **8 MONITORING OF PERFORMANCE**

8.1 DBE will monitor the performance of the service provider in terms of the stipulated deliverables and timeframes. Regular Director-General (DG) appointed Steering Committee and 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 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 Bidders should return all fully completed and signed SBD forms (SBD1, SBD 3.3, SBD 4, SBD 6.1,)

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

9.3 If bidding as a consortium or joint venture, bidders should submit all SBD forms separately.

9.4 If bidding with the intention of sub-contracting, the bidder should indicate the name/s of companies and percentages/proportions of the work to be subcontracted.

## 10 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory and other bid requirements	Functionality	Site Inspection	Price and B-BBEE compliance

### 10.1 Mandatory Requirements:

The Bidder must provide the following documents:

No.	Mandatory Requirements	Complies	Does not Comply
1.	<b>Company profile(s).</b> In the case of a consortium or a joint venture, a profile of each company must be submitted.		
2.	<b>Reference letter on client letterhead.</b> The letter must not be older than five (5) years and include the following: Project description; delivery period, contact person, telephone number and signature of client.		
3.	<b>Project Plan</b>		
4.	<b>SABS Certificate</b> to prove that the components meet the requirements of the South African Bureau of Standards (SABS)		
5.	<b>Letter of Authority (LOA) from the National Regulator for Compulsory Specifications (NRCS)</b> to prove that the equipment to be installed at schools can plug into the South African electricity grid (220V-240V AC)		
6.	<b>Risk Management and Mitigation Plan</b>		
7.	<b>Letter (s) of intent for insurance agreement from third party</b> required for safety and security of the materials. The insurance agreement must cover the period at all stages of the project prior to delivery.		
8.	Bidders must provide the ceiling price for the supply of services. A ceiling price is the price paid for the total estimated time of completion of all phases and including all expenses inclusive of VAT for the project and <b>should be fixed for the full duration of the project.</b>		

No.	Mandatory Requirements	Complies	Does not Comply
9.	<b>Bidders bidding as a consortium or joint venture</b> must provide the following information and/or documents: <ul style="list-style-type: none"> <li>i. an agreement signed by nominated members of both/ all consortium or joint venture partners;</li> <li>ii. state the leading company.</li> </ul>		
10.	All bids must be submitted on the official forms provided by the department. <b>Any alteration to the bidding (SBD) forms will lead to immediate disqualification.</b>		

## 10.2 Functionality

Each bidder will be evaluated according to the criteria shown below using weighted percentages:

Project team:

Evaluation Criteria	Description	Weight %																								
<b>Capacity in handling high volume of materials</b>	<p>The service provider should demonstrate and produce evidence of knowledge, skills and capacity to handle high volume of materials.</p> <table border="1"> <thead> <tr> <th>No</th><th>Functionality</th><th>Score</th></tr> </thead> <tbody> <tr> <td>1</td><td> <p>The bidder has submitted the CVs detailing human resource capacity of the company, clearly indicating their positions to deal with each segment of deliverables and relevant experience</p> <ul style="list-style-type: none"> <li>Procuring and delivering large volume of materials;</li> <li>Provide Training on the utilisation of the coding and robotics toolkits.</li> </ul> </td><td> /10  5 5 </td></tr> <tr> <td>2</td><td> <p>The bidder must have experience in procurement and training of Coding and Robotics.</p> <ul style="list-style-type: none"> <li>3 or more years= 5</li> <li>1 to 2 years= 3</li> <li>1 year= 1</li> </ul> </td><td>/5</td></tr> </tbody> </table> <p>Functionality Rubric: Procuring and delivering large volume of material</p> <table border="1"> <thead> <tr> <th>No</th><th>Functionality</th><th>Score</th></tr> </thead> <tbody> <tr> <td>1</td><td>Procure and deliver large volume of materials</td><td>5</td></tr> <tr> <td>2</td><td>Procure large volume of material</td><td>3</td></tr> <tr> <td>3</td><td>Deliver large volume of material</td><td>2</td></tr> <tr> <td>4</td><td>No Procurement and Delivery of material experience</td><td>0</td></tr> </tbody> </table>	No	Functionality	Score	1	<p>The bidder has submitted the CVs detailing human resource capacity of the company, clearly indicating their positions to deal with each segment of deliverables and relevant experience</p> <ul style="list-style-type: none"> <li>Procuring and delivering large volume of materials;</li> <li>Provide Training on the utilisation of the coding and robotics toolkits.</li> </ul>	/10  5 5	2	<p>The bidder must have experience in procurement and training of Coding and Robotics.</p> <ul style="list-style-type: none"> <li>3 or more years= 5</li> <li>1 to 2 years= 3</li> <li>1 year= 1</li> </ul>	/5	No	Functionality	Score	1	Procure and deliver large volume of materials	5	2	Procure large volume of material	3	3	Deliver large volume of material	2	4	No Procurement and Delivery of material experience	0	15
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	<b>Provide Training on the Utilization of the coding and robotics toolkit</b> <table> <tr> <td>1</td><td>Has 3 or more years' experience in providing training on the Utilisation of Coding and Robotics toolkits</td><td>5</td></tr> <tr> <td>2</td><td>Has less than 3 years' experience in providing training on the Utilisation of Coding and Robotics toolkits</td><td>3</td></tr> <tr> <td>3</td><td>Has no experience in providing Training on the Utilisation of Coding and Robotics toolkits</td><td>0</td></tr> </table>	1	Has 3 or more years' experience in providing training on the Utilisation of Coding and Robotics toolkits	5	2	Has less than 3 years' experience in providing training on the Utilisation of Coding and Robotics toolkits	3	3	Has no experience in providing Training on the Utilisation of Coding and Robotics toolkits	0							
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3	Has no experience in providing Training on the Utilisation of Coding and Robotics toolkits	0															
<b>Reference letters</b>	<p>The bidder should provide <b>Reference Letters</b> with experience in Coding and Robotics indicating the relevant skills and capacity supportive of the project in:</p> <ul style="list-style-type: none"> <li>• Procuring and delivering large volumes of materials;</li> <li>• Providing Training on the utilisation of Coding and Robotics equipment and resources.</li> </ul> <table> <tr> <th>No</th><th>Functionality</th><th>Score</th></tr> <tr> <td>1</td><td>Three (3) reference letter 2 years' experience or more in Coding and Robotics</td><td>10</td></tr> <tr> <td>2</td><td>Two (2) reference letters 1 years' experience in Coding and Robotics</td><td>5</td></tr> <tr> <td>3</td><td>One (1) reference letter and less than a year experience</td><td>2</td></tr> <tr> <td>4</td><td>No (0) reference letter</td><td>0</td></tr> </table>	No	Functionality	Score	1	Three (3) reference letter 2 years' experience or more in Coding and Robotics	10	2	Two (2) reference letters 1 years' experience in Coding and Robotics	5	3	One (1) reference letter and less than a year experience	2	4	No (0) reference letter	0	10
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4	No (0) reference letter	0															
<b>Project Plan</b>	<p>The bidders should be able to outline in detail how the project would be managed, the management team, the monitoring team, the packaging point, collection point, to the delivery point of the materials and manipulatives for the different provinces, the project plan must indicate delivery schedules.</p> <p>The Project Plan must detail how all activities, timeframes and deliverables will be completed. <b>(30)</b></p> <table> <tr> <th>No</th><th>Functionality</th><th>Score</th></tr> <tr> <td>1</td><td> <ul style="list-style-type: none"> <li>• A <b>Comprehensive and Innovative Project Plan</b> is provided, which indicates the relationships between relevant activities, timeframes and deliverables at an appropriate level of detail – the project plan should also be plausible (realistic and effective to achieve the project's aims at a sufficient quality).</li> </ul> <p>All aspects are suitably sequenced with detailed sub-activities listed, deliverables and successful indicators, risks and contingencies as well as realistic timeframes for all phases are clearly documented. Timeframes are consistent with those laid out <b>as stipulated. (30)</b></p> </td><td>30</td></tr> </table>	No	Functionality	Score	1	<ul style="list-style-type: none"> <li>• A <b>Comprehensive and Innovative Project Plan</b> is provided, which indicates the relationships between relevant activities, timeframes and deliverables at an appropriate level of detail – the project plan should also be plausible (realistic and effective to achieve the project's aims at a sufficient quality).</li> </ul> <p>All aspects are suitably sequenced with detailed sub-activities listed, deliverables and successful indicators, risks and contingencies as well as realistic timeframes for all phases are clearly documented. Timeframes are consistent with those laid out <b>as stipulated. (30)</b></p>	30	30									
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		<p><b>Score according to the following aspects:</b> <b>Activities (6)</b> <b>Risks and Contingencies (6)</b> <b>Timeframes (6)</b> <b>Deliverables (6)</b> <b>Success indicators (6)</b></p>																	
	2	<ul style="list-style-type: none"><li>• The bidder submitted the project plan that shows all the required aspects but misses one.</li></ul>	24																
	3	<ul style="list-style-type: none"><li>• The bidder submitted the project plan that shows all the required aspects but misses two.</li></ul>	18																
	4	<ul style="list-style-type: none"><li>• The bidder submitted the project plan that shows all the required aspects but misses three.</li></ul>	12																
	5	<ul style="list-style-type: none"><li>• The bidder submitted the project plan that shows all the required aspects but misses more than three.</li></ul>	6																
	6	<ul style="list-style-type: none"><li>• No project plan submitted</li></ul>	0																
<p><b>Warehousing and Site inspection</b></p> <p>The DBE will conduct site visits to qualifying bidders.</p> <p>The following will be expected from the service provider as part of the onsite visit:</p> <ul style="list-style-type: none"><li>• give a short presentation of the services being offered;</li><li>• arrange a tour of the premises to the DBE delegation; and</li></ul>	<p>The bidders must demonstrate that they have warehousing space with maximum capacity to manage the resources. This could either be in a form of documentation proving ownership or lease agreements with the necessary Occupational Health and Safety requirements and insurance.</p>			20															
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<b>Risk Management Plan</b>	<p>The bidders are requested to classify the identified risks in three impact levels: Low, Medium and High; thereafter provide at least one mitigation for each risk.</p> <ul style="list-style-type: none"><li>• Employee strike;</li><li>• Community service delivery protest;</li><li>• Adverse weather conditions;</li><li>• Loss or damage of goods;</li><li>• Non- compliance by the 3<sup>rd</sup> party insurer;</li></ul> <table><tr><th>No</th><th>Functionality</th><th>Score</th></tr><tr><td>1</td><td>The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing all the possible risk factors listed above with mitigation for each risk factor. <b>Low Risk</b></td><td>25</td></tr><tr><td>2</td><td>The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing <i>four</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Low/Medium Risk</b></td><td>20</td></tr><tr><td>3</td><td>The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing <i>three</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Medium Risk</b></td><td>15</td></tr><tr><td>4</td><td>The bidder submitted a risk management plan that shows the three impact levels addressing <i>two</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Medium/High Risk</b></td><td>10</td></tr><tr><td>5</td><td>The bidder submitted a risk management plan that shows the three impact levels addressing <i>one</i> of the possible risk factors listed above with mitigation for each risk factor. <b>High Risk</b></td><td>5</td></tr><tr><td></td><td>The bidder has not submitted a <b>Risk Management Plan</b> with mitigation for each risk factor. <b>High Risk</b></td><td>0</td></tr></table>			No	Functionality	Score	1	The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing all the possible risk factors listed above with mitigation for each risk factor. <b>Low Risk</b>	25	2	The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing <i>four</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Low/Medium Risk</b>	20	3	The bidder submitted a <b>Risk Management Plan</b> that shows the three impact levels addressing <i>three</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Medium Risk</b>	15	4	The bidder submitted a risk management plan that shows the three impact levels addressing <i>two</i> of the possible risk factors listed above with mitigation for each risk factor. <b>Medium/High Risk</b>	10	5	The bidder submitted a risk management plan that shows the three impact levels addressing <i>one</i> of the possible risk factors listed above with mitigation for each risk factor. <b>High Risk</b>	5		The bidder has not submitted a <b>Risk Management Plan</b> with mitigation for each risk factor. <b>High Risk</b>	0	25
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<b>TOTAL</b>				<b>100</b>																					

Each of the criteria will be assessed and scored on the evaluation sheet using the above weights. Bidders who score less than 70 points on functionality, will not be considered for this tender. Project Manager to motivate to BAC the minimum functionality score of 70 points. SCM to assist Project team.

#### 10.3 Site Inspection moved to Functionality for scoring

The DBE will conduct site visits to qualifying bidders. The following will be expected from the service provider during the on-site visit:

10.3.1 a short presentation of the services being offered;

10.3.2 a tour of the premises to the DBE delegation; and

10.3.3 evaluation of the quality of equipment to be delivered.

#### 10.4 Evaluation of Price and Preference

Bids will be evaluated on 80/20 preference point system (80 points for price and 20 points for B-BBEE Preferential points, according to the attached SBD 6.1 form).

The following formula will be used for the calculation of points for 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 accepted bid under consideration

$P_{\min}$  = Rand value of lowest acceptable bid

Bidders are required to submit a valid BBEE certificate or a sworn affidavit in a case of Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) in order to claim preference points. Non-submission of a valid BBEE certificate or a sworn affidavit will lead to a bidder scoring zero (0) for preference points.

## **11 BRIEFING SESSION**

The DBE will hold a non-compulsory, virtual briefing session on a date and time to be published in the e-Tender Publication Portal and DBE website. Bidders who wish to attend the briefing session must forward their interest via email on [tenders@dbe.gov.za](mailto:tenders@dbe.gov.za). A link to the virtual meeting will be provided to interested bidders.

## **12 CONDITIONS**

12.1 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration. Should the information be found to be false or incorrect, the State will exercise any of the remedies at its disposal.

12.2 The Department reserves the right to change the Terms of Reference, no later than five working days prior to the closing of the bid. The changes will be communicated to all bidders through placing on the e-portal and the DBE website.

12.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding upon the State.

12.4 In the event that the bidder will be supported by a third party, the bidder must obtain written confirmation from the third party that the State can conduct due diligence and in loco inspection of the premises of the third party.

12.5 The service provider must provide a written guarantee committing to replacement of the components (malfunctioning, damaged or lost during transit or at any stage prior to delivery) for a minimum period of one (1) year at no cost to the State.

12.6 The service provider is expected to provide all resources, packaged according to the number of schools as specified.

12.7 The service provider takes full responsibility for safeguarding and maintaining the integrity of the procured goods up to the delivery points.

- 12.8 The service provider must provide a signed proof of a delivery note (who signed, where, when and counter signed by the driver, including a visual record showing the goods delivered, the site and the person receiving the goods.
- 12.9 If it is shown that errors or shortcomings pertaining to the service provided, the service provider/s shall be notified in writing by the DBE and shall be required to perform corrective action within 5-10 days to remedy such errors, at no cost to the Department.
- 12.10The service provider is expected to provide the Coding and Robotics Kits with all components packaged in the box as detailed herein and specified in **ANNEXURE A**.
- 12.11The commencement date will be the day on which the last signing party appends the authorized signature to the contract.
- 12.12The service provider will be expected to complete all phases of the project and adhere strictly to the deadlines agreed upon and must provide written reports on completion of each phase.
- 12.13The service provider is expected to demonstrate credibility and perform the services as described in this document.
- 12.14The Department will confine its contractual dealings with the primary service provider in a case where there is a consortium.
- 12.15The appointed service provider shall undertake to avoid any activity of whatsoever nature that may be detrimental to the Department's interest, goodwill and reputation.
- 12.16Termination 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.

12.17 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 the data subject. Therefore, the Department will enter into a Memorandum of Understanding (MOU) 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.

12.18 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department may have against the bidder / contractor concerned.

12.19 The State reserves the right to negotiate price with the shortlisted bidders prior to award and with the successful bidder(s) post award.

12.20 The Department 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.

12.21 The general conditions of contract will apply for this bidding process.

### **13 PENALTIES/WARRANTIES**

13.1 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 services within five (5) to ten (10) days to remedy such errors, at no cost to the Department.

- 13.2 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.
- 13.3 Within 14 days of the commencement date, the successful service provider must provide to the Department a letter of commitment issued by a bank or other accredited financial service provider registered in terms of the Banks Act 1990 (Act 94 of 1990) as amended, equivalent to at least 30% of the total value of the approved amount for which appointment has been made, to cover the costs of the initial phase.

#### 14 PAYMENT

- 14.1 The payment to the service provider would be made in three (3) tranches for each year after satisfying the following conditions in **TABLE 6**.

- 14.1.1 Payment shall be effected proportionately on completion of each deliverable of the project as shown in Table 5, within 30 days of receipt of valid original invoices.

**TABLE 6: Payment distributed by Project Deliverables**

DELIVERABLES	PROPORTION OF PAYMENT	YEARS
<ul style="list-style-type: none"> <li>After the consignment has been delivered to at least <b>3 provinces for Grade 7</b>;</li> <li>After the resources have been tested and assured of their functionality; and</li> <li>After submission of a signed delivery note</li> </ul>	20%	Year 1
<ul style="list-style-type: none"> <li>After the consignment has been delivered to at least <b>6 provinces for Grade 7</b>;</li> <li>After the resources have been tested and assured of their functionality; and</li> <li>After submission of a signed delivery note</li> </ul>	20%	Year 1
<ul style="list-style-type: none"> <li>After the consignment has been delivered to at least <b>9 provinces for Grade 7</b>;</li> <li>After the resources have been tested and assured of their functionality; and</li> <li>After submission of a signed delivery note</li> </ul>	20%	Year 1

<ul style="list-style-type: none"> <li>• After the consignment has been delivered to at least <b>3 provinces for Grade 8-9</b></li> <li>• After the resources have been tested and assured of their functionality; and</li> <li>• After submission of a signed delivery note</li> </ul>	13%	Year 2
<ul style="list-style-type: none"> <li>• After the consignment has been delivered to at least <b>6 provinces for Grade 8-9</b></li> <li>• After the resources have been tested and assured of their functionality; and</li> <li>• After submission of a signed delivery note</li> </ul>	13%	Year 2
<ul style="list-style-type: none"> <li>• After the consignment has been delivered to at least <b>9 provinces for Grade 8-9</b></li> <li>• After the resources have been tested and assured of their functionality; and</li> <li>• After submission of a signed delivery note</li> </ul>	14%	Year 2
<b>TOTAL</b>	<b>100%</b>	

## 15 COMMUNICATION

15.1 The Department of Basic Education shall communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

15.2 Any communication to any government 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 by the bidder is discouraged.

15.3 All communication between the bidder and the Department of Basic Education: Supply Chain Management Office must be done in writing.

15.4 All correspondence regarding to this bid should be directed as per the below:

## 16 CONTACT DETAILS

### Bid Enquiries:

Department of Basic Education: Supply Chain Management,  
Tel: (012) 357 3134/3133

E-mail: [Tenders@dbe.gov.za](mailto:Tenders@dbe.gov.za)



**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: **DBE181**

CLOSING TIME 11:00

CLOSING DATE: **21 November 2022.**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
	Appointment of a service provider or a consortium of service providers to provide the Department of Basic Education with the basic minimum resources for Coding and Robotics for Grades 7 to 9, over a period of two (2) years, including a 3-day centralised face to face training session for selected Coding and Robotics Officials on the utilization of resources.		
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 10.1 number 8		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

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

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. .... \*

.....  
.....  
\*[DELETE IF NOT APPLICABLE]

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Any enquiries regarding bidding procedures may be directed to the –

Tenders@dbe.gov.za

Or for technical information –

Ms E Khembo

Tel: 012 357 3869

Email address: Khembo.e@dbe.gov.za

## 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 State institution

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.

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		



Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

## WITNESSES

1. ....

2. ....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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

- (d) for each appropriate unit of the supplied goods; 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

	<p>terms of the contract or any other contract or any other amount which may be due to him</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p>

- (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** 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)