 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<b>Provincial Supply Chain Management</b>								
		<b>INVITATION TO BID</b>			<b>Page 1 of 4</b>					
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>			<b>TIME</b>		
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>					
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

## THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

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**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 4 of 4

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)			



## CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

*The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.*

*By signing this form, you consent to your personal information being processed by the Gauteng Department of Education. Said consent is effective immediately and will remain effective until consent is withdrawn.*

### APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: \_\_\_\_\_

Residential/Postal or Business Address: \_\_\_\_\_

Contact number (s): \_\_\_\_\_

Email address: \_\_\_\_\_

1. In the furtherance of the Gauteng Department of Education (**The Department**) operational requirements and for purposes of complying with its policies, procedures, and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, \_\_\_\_\_ (INSERT FULL NAME AND SURNAME) with Identity Number \_\_\_\_\_, in my personal capacity or acting on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1.
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.
10. With my signature below, I do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at ..... on this ..... day of .....20.....

.....

Name of data subject/ designated person

Signature


.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 1 of 3

## 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 1 in the enterprise, employed by the state?


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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

---

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

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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 2 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.

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



	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " <b>as specified</b> " (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.</li> <li>b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the ( PRICING SCHEDULE per item).</li> </ul>



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Compulsory Briefing Session</b>	Page 1 of 1

## COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

<b>BID NUMBER</b>			
<b>BID DESCRIPTION</b>			
<b>CLOSING DATE</b>		<b>CLOSING TIME</b>	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	
<b>VENUE</b>								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--

CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

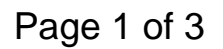
<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

<b>FULL COMPANY NAME</b>	
--------------------------	--

<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
--------------------------	--	-----------------	--	-------------	--	-------------	--

<p><b>END USER STAMP</b></p>
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**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

**SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:**

	POINTS ALLOCATED
<b>SPECIFIC GOALS</b>	
11.1	

**\*It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
--------------	--	------------------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

#### Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

**NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.**

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



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## TERMS OF REFERENCE

**INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.**

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### Disclaimer

The GDE has produced this document in good faith. The GDE, its agents, employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, either with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith.

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## **BACKGROUND**

The Gauteng Department of Education (GDE) is responsible for the provision of assessments as well as internal and external examination services to all grades from Grade R to Grade 12 as follows:

- a) The National Senior Certificate (NSC): May/June and October/November annually.
- b) The Senior Certificate (SC): May/June annually.
- c) The General Education Certificate (GEC).
- d) Provincial examinations in June and November for Grades 3, 6, 9, 10 and 11.
- e) Provincial examinations in June for ALL NSC candidates.
- f) Preparatory examinations for Grade 12 candidates.
- g) NSC Practical Tasks (PATs) for Grade 12 subjects with a practical component.
- h) Life Orientation Common Assessment Task for all Grade 12 NSC candidates.

The landscape of examinations has drastically changed over the last few years with numerous of policy changes and ministerial injunctions. The GDE has experienced an overwhelming increase in the number of candidates over the last 5 years. The increase in the number of candidates over the years can be attributed to the following:

- a) The influx of candidates to the Gauteng province, resulting in an increase of more than 25 000 candidates year-on-year in the last four years.
- b) The implementation of the progression policies which resulted in more learners being promoted from Grade 11 to 12.
- c) The extension of the Senior Certificate qualification and the relaxation of the minimum requirements for the Amended Senior Certificate.

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- d) The merging of the supplementary examination and the June examination, coupled with the devolution of the supplementary requirements has resulted in many candidates qualifying for the supplementary examination and thereby increasing the number of candidates writing the June examination.
- e) Policy changes requiring the Life Orientation Common Assessment Task (LO CAT) to be administered by the Provincial Education Departments.
- f) The implementation of Practical Assessment Tasks (PATs) for a number of key subjects.
- g) The implementation of the General Education Certificate (GEC) at the end of the Grade 9 year.

The Chief Directorate: Examinations and Assessment has embarked on a vigorous campaign to automate the existing examination system, as the current systems are labour and cost intensive. The increase in learner enrolment, the reconfiguration of examinations and the vast increase in the scope of examination processes, has exacerbated the burden on financial, human and physical resources.

The National Senior Certificate examinations is the responsibility of the Department of Basic Education and provinces. While the Department of Basic Education avails print ready papers, provinces are required to print, pack, and distribute these question papers.

It is against this background that the GDE intends to appoint a service provider with which to partner to ensure:

- a) The provision of an end-to-end solution for the printing, sorting, packaging, storage, distribution and electronic archiving of question papers, answer books and other examinations and assessment materials for all the grades in all the qualifications.

As per par. 3(2)(ℓ) in Annexure F (PROCESSING OF EXAMINATION QUESTION PAPERS) of the REGULATIONS PERTAINING TO THE CONDUCT, ADMINISTRATION AND MANAGEMENT OF THE NATIONAL SENIOR CERTIFICATE EXAMINATION (Government Gazette 31337, 6 August 2018), when it relates to the printing process of examination question papers, the aim of the project is to appoint an external service provider that will be responsible for the provisioning of an end-to-end solution that will involve:

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- a) The provision of a physical site and facility that can house the printing, picking, packaging, storage, sorting, scanning and archiving (digital and hard copy) activities in such a manner that the value chain is not compromised.
- b) The provision of a site to be utilized as the emergency site that can be used seamlessly in the event of the primary site being rendered unavailable due to natural disasters or any activity that might jeopardize the services to carry out the service in time for the implementation and execution of all examination processes. The site could be current commercial site of the service provider; however, assurance must be given that the area to be utilized will be demarcated and used exclusively for the printing of question papers under secure conditions. The bidder must provide proof of ownership of such a site in the form of a title deed. In the event of the bidder not owning the site, a lease agreement signed by both parties must be provided.
- c) The provision of printing, picking, packaging, sorting, scanning and digital archiving machines that must meet with the applicable Norms and Standards for high security printing as outlined in the Regulations for the Conduct, Administration and Management of the National Senior Certificate. All machines must be owned or leased by the service provider.
- d) The provision of personnel, resources and services for printing, packaging, sorting, storage, distribution and archiving of question papers, answer scripts and other essential examination and assessment materials.
- e) The printing, picking, packing storage and distribution of all question papers, answer books and other exam related materials in a secured environment as per the data provided by GDE (like learner profiles, attendance registers, admission documents and all marking-related materials).
- f) The distribution of question papers in a secured environment with monitored surveillance and armed escorting to all 15 (fifteen) of the district offices, per the statistics provided by the GDE.

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## 1. LEGAL FRAMEWORK

The legislative framework will be applicable but not limited to the following:

- a) The Constitution of the Republic of South Africa, Act No. 108 of 1996, as amended;
- b) Public Finance Management Act No. 1 of 1999, as amended;
- c) Preferential Procurement Policy Framework Act No. 5 of 2000, as amended;
- d) Preferential Procurement Regulations of 2022;
- e) Broad-Based Black Economic Empowerment Act No. 53 of 2003, as amended;
- f) The South African Schools Act No. 84 of 1996, as amended;
- g) Gauteng Schools Education Act No. 6 of 1995, as amended;
- h) National Education Policy Act No. 27 of 1996, as amended;
- i) Public Service Act, 1994 Proclamation No. 103 of 1994, as amended;
- j) Protection of Personal Information Act No. 4 of 2013, as amended;
- k) Promotion of Access to Information Act No. 2 of 2000, as amended;
- l) Promotion of Administrative Justice Act No. 3 of 2000, as amended;
- m) Protection of Information Act No. 84 of 1982, as amended;
- n) Occupational Health and Safety Act No. 61 of 2001, as amended;
- o) Disaster Management Act No. 57 of 2002, as amended;
- p) National Environmental Waste Amendment Act No. 26 of 2014, as amended;
- q) Minimum Information Security Standards;
- r) Public Service Act No. 103 of 1994, as amended;
- s) Employment of Educators Act No. 76 of 1998, as amended;
- t) National Small Business Act No. 102 of 1996, as amended;
- u) Co-operatives Management Act No. 14 of 2005, as amended;
- v) Electronic Communications Act No. 36 of 2005, as amended;
- w) Electronic Communications and Transactions Act No. 25 of 2002, as amended;



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- x) National Policy Pertaining to Programme and Promotion Requirements of National Curriculum Statement Grades R-12 (N4PR);
- y) Guidelines on the Norms and Standards for Printing, Packaging and Distribution of question papers;
- z) Regulations pertaining to the Conduct, Administration and Management of the National Senior Certificate Examination (Government Gazette 31337, 6 August 2018).

## **2. PROJECT BRIEF**

In providing an all-inclusive end-to-end service, the service provider is required to provide all resources, including the facility, machinery, consumables, security measures and personnel to render all activities in the printing, sorting, packaging, storage, distribution and archiving of question papers, answer books and other examinations and assessment materials.

This service is required for the following examinations and assessment outputs:

- a) May/June and October/November National Senior Certificate examination cycles.
- b) May/June Senior Certificate examination cycle.
- c) Term 3 General Education Certificate (GEC) integrated projects for SBA.
- d) Term 4 GEC examination cycle.
- e) Provincial common examinations (Grade 3, 6, 9, 10, 11 and 12).
- f) May/June examinations for Grade 12 candidates.
- g) Aug/Sep Preparatory examinations for NSC candidates.

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### **3. SCOPE OF WORK**

#### **3.1 PROVISION OF A SECURE OF FACILITY**

The service provider is required to have available a secure facility, via ownership or lease, to deliver the all-inclusive end-to-end service required. The facility must meet the following minimum requirements:

- a) Must be used exclusively for the printing, sorting, packaging, storage, distribution and archiving of GDE examination and assessment materials and must function as a primary site for the duration of the contract.
- b) A minimum of 3 000 m<sup>2</sup> which will be subject to inspection by the GDE and should house the all-inclusive end-to-end service under one roof.
- c) The facility must be demarcated into four specific areas for 1) Administrative 2) Printing, proofing and presealing 3) Picking, packaging, storage and distribution 4) Scanning and archiving of scripts.
  - i) The print area must comprise at least: 600m<sup>2</sup> to house all the printing machines,
  - ii) packing, storage and distribution area must be adjacent to the printing area separated by a fence. The area must not be accessible to printing staff members and the space provided should be at least 1000m<sup>2</sup>,
  - iii) the scanning and archiving section must be separated by a solid wall and must be able to house racking for approximately 5 million answer books to be stored for periods of up to six months. The area must be at least 700m<sup>2</sup>.
  - (iv). The administration section must accommodate a minimum of 15 GDE printing officials. (Open or closed plan) and must cover at least 200m<sup>2</sup>. The building must also provide parking space for at least 30 vehicles and must have a secure space to load trucks.
- d) The provision of a site to be utilized as the emergency site that can be used seamlessly in the event of the primary site being rendered unavailable due to natural disasters or any activity that might jeopardize the services. The site must be able to carry out the service in time for the implementation and execution of all examination processes. The site could be the current commercial site of the provider; provided assurance is given that the area to be utilized will be demarcated and used exclusively for the printing of question papers under secure conditions.

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The bidder must provide proof of ownership of such a site in the form of a title deed. In the event of the bidder not owning the site, a lease agreement must be entered into with a company/person owning such a site and the agreement must be signed by both parties.

- e) The service provider must provide a valid Occupational Health and Safety Certificate for the primary and emergency sites.
- f) The facility must have electronic and physical security (CCTV, a solid perimeter wall which prevents visibility from the outside, linked to armed response security) that will provide surveillance on all machines from all angles as well as covering possible blind spots in all areas.
- g) Back-up power (Generator and/or solar).

### **3.2 OWNERSHIP/LEASING OF MACHINES**

#### **MACHINERY/EQUIPMENT**

- a) The service provider is required to have available all of the machines indicated below to deliver the all-inclusive end-to-end service required.
- b) The service provider must own and/or lease new printing, picking, packaging, sorting, scanning, shredding and archiving machines OR used machines that have been certified by the Original Equipment Manufacturer (OEM) to be able to last for the duration of the contract.

#### **3.2.1 HIGH-VOLUME PRINTING MACHINES**

The printing machines must have the following features:

##### **3.2.1.1 Performance**

- a) The machines must be capable of printing at least 50 million A4 images / 25 million A3 images per exam cycle, which usually last 5 weeks. The machines therefore must have the capacity to print at least 314 images per minute which equates to 210000 images per machine daily. All machines together must print 1,260,000 A4 images or 630 000 A3 images per day.
- b) Six cut-paper, high-volume monochrome digital machines able to perform simultaneous duplex printing purposes as well as online insertion (speed: 314 images/min minimum) or any machine capable to perform as outlined in (a) above.
- c) Print Resolution: 4 800 x 600 dpi printing
- d) Integrated scanner: 120 ipm (single- and double-sided originals)

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#### 3.2.1.2 Paper Handling

- a) Capacity to handle 80 to 350-gram paper.
- b) Sheet-feed and insertion modules: 4 trays (total of 5 800 sheets per module)
- c) Provide for cover page printing
- d) Must be able to print booklets
- e) Cater separately for High Volume Digital Color Printer

#### 3.2.1.3 Programming and job scheduling component

- a) The software programme to load the information based on the statistics provided onto the relevant machines (see table for statistics for exam cycles under price schedule) .
- b) Set and schedule the job to be executed.

### 3.2.2 LOW-VOLUME PRINTERS

(One High-Definition Colour and One Black and White)

The low-volume printers must have the following features:

- a) Standard 1200 x 1200 x 10 RIP rendering without down sampling for Ultra HD performance
- b) Technology:
  - o Automated Image-to-Media Alignment
  - o Simplified Image Quality Adjustment (SIQA)
  - o Technology: Ultra HD Resolution with four times more pixels
- c) Closed loop process for colour consistency
- d) Must print A4 and A3 copies
- e) Must produce booklets as well

### 3.2.3 WRAPPING UNIT

The wrapping unit must have the following features:

#### 3.2.3.1 Capacity

- a) Automatically feed the required book from a packaging list to an electronic file
- b) Maximum collated pack height per bag must be a minimum of 35 mm.

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- c) Online bar code reader to read the barcode of question papers in the counting process and to read the barcode of the package containing the question papers after the package has been sealed and correctly weighed.
- d) Dynamic variable height packaging in line with real time packing list. This will entail that the machine must be able to pack different sized packs without stopping the machine for height adjustments.
- e) Internal film un-winder
- f) Mechanism in place to discard all plastic packages that have incorrect subject and/or number of question papers

#### 3.2.3.2 Feeding and counting component

- a) The inscription "GDE" or the GDE logo is to be clearly printed on all sides of the completed package.
- b) Automatic feeders – two or more.
- c) Mechanism to count a maximum of 50 booklets in multiples of 5, 10 and 20.
- d) Mobile shuttle feeder.
- e) In line with the requirements of the packaging machine.
- f) Provide 3 different colour plastic where required to differentiate between subjects e.g. Mathematics and Mathematics Literacy or Home Language and First Additional Language.
- g) Each plastic bag will contain 5, 10 or 20 question paper booklets (32 A4 images).
- h) Adhesive label with a unique bar code will be applied on the plastic bag.
- i) All the details will be described (School/ Subject/Grade/Date, etc.).
- j) The wrappers must be durable, secure and not compromise material when sealed.
- k) The front of the plastic package must cater for pre-printed information and the design will be determined by the GDE.
- l) The rear of the plastic package must be in the colour of the package used.
- m) Automatic counting and wrapping of 60 microns plastic.
- n) Online automatic sealing of plastic wrapping.
- o) Longitudinal sealer.

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#### 3.2.3.3 Rejection Interface

- a) Mechanism in place to discard all plastic packages that have incorrect number of question papers
- b) Internal film un-winder
- c) Bypass unit for spoils. Availability of roll conveyer – a series of rollers supported in a frame over which objects are advanced manually, by gravity or by power.
- d) System integration – an aggregation of subsystems cooperating so that the system is able to deliver overarching functionality.

#### 3.2.3.4 Bar-coding component

Online bar code reader to read the barcode of question papers in the counting process and to read the barcode of the package, containing the question papers after the package has been sealed and correctly weighed.

#### 3.2.3.5 Verification and validation

- a) Online weighing mechanism.
- b) Online counting of sealed packages. Mechanism to allow for choice of count.
- c) Centering printing film.
- d) Triangulation of barcodes to prevent inaccuracies.

#### 3.2.3.6 Data reconciliation

The system must produce production reports and a log file after each run.

#### 3.2.3.7 Document scanner

- a) A digital device that will be able to convert documents and photographic prints to digital images.
- b) It must be able to scan documents, which can be sent to a computer, printer or USB-drive on a Local Area Network (LAN).
- c) The scanned files must be able to be stored on a computer's hard drive, USB-drive or secured shared LAN folders.
- d) Scanning capability – high quality image with a capacity of scanning 700 – 1 000 pages (back-to-back) per minute.

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#### 3.2.4 THE PROVISION OF AT LEAST TWO (2) INDUSTRIAL SHREDDING MACHINES

- a) Shredding machines must be able to shred question papers, both horizontally and vertically, that have misfed or have printing defects.
- b) The shredding should meet the minimum standards for the discarding of question papers as outlined in the Norms and Standards for Printing of Question Papers.

#### 3.2.5 THE PROVISION OF AT LEAST THREE (3) FULLY AUTOMATED INDUSTRIAL INTEGRATED GUILLOTINES CAPABLE OF:

- a) Cutting at least 2 centimetres of spines off the answer booklets without damaging the pages of the books.
- b) Re-stapling the document into its original format.

#### 3.2.6 THE PROVISION OF AT LEAST THREE (3) HIGH-VOLUME SCANNERS CAPABLE OF:

- a) Scanning between 700 and a 1000 pages per minute and converting images into a digital format that will be stored on a local secure server.
- b) Providing access to scanned images for the purpose of fast retrieval of scripts for remarking and script viewing.

### 3.3 **PACKING AND DISTRIBUTION**

#### 3.3.1 PACKING, SORTING, STORAGE

The service provider must provide an automated picking and packing machine that will be able to:

- a) Utilise the master data to automatically sort the sealed packages into double-walled boxes and apply additional adhesive labels on the box describing the quantity of plastic bags as well as the same details as per the adhesive label attached to plastic bag. The label on the box must be affixed to the side of the box.

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- b) Packing and sorting must be done per subject, per school and per district.
- c) All boxes must be sealed with horizontal and vertical strapping and then wrapped with a thermo-seal as an additional security measure.
- d) All boxes must be stored in a secure dispatch area, demarcated per district.

### 3.3.2 DISTRIBUTION

**The prospective bidder must provide evidence of the ability to distribute question papers in a highly secured manner i.e. with a track and trace system and armed escorting services**

- a) The bidder must demonstrate ownership of an established delivery fleet of their own with a credible operational system. In the event the bidder does not own the delivery fleet, evidence must be provided of any lease agreement with a credible transport logistics company. The vehicles must be roadworthy with current licences, and this will be subjected to inspection by the GDE. The GDE reserves the right to reject any vehicle that it deems to be unreliable. Certified copies of valid registration certificates and licence discs of all vehicles must be provided.
- b) Since the prospective bidder will be delivering tonnes of question papers per district, the bidder must provide proof of ownership/leasing of a minimum of 15 (minimum of 1 per district) closed, unmarked panel vans with a minimum of 1-ton capacity, with track and trace devices, depending on the number of question papers (boxes) to be delivered to the districts.
- c) All vehicles must be waterproof and in good mechanical condition.
- d) To prevent any possibility of overloading, 2 additional vehicles must be on standby in case a load is too heavy. Alternatively, higher capacity vehicles should be provided.

#### 3.3.2.2 Additional requirements:

- a) All drivers must each have a valid driver's licence.
- b) The same drivers must be used for every delivery.
- c) Boxes must be off-loaded immediately after arrival at the destination and vehicles must remain on site until all boxes have been safely stored in the building. GDE officials will unload the trucks and be responsible for the storage in the building.



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- d) Boxes must be off-loaded as close as possible to the entrance of the destination office for security purposes.
- e) Vehicles must arrive at the loading venue (designated printing precinct) at 06:00 on the morning of each delivery.
- f) Vehicles must be loaded and ready to depart as per the departure time finalized in the distribution schedule.
- g) The GDE will provide experienced staff for the supervision of the physical loading of the boxes into the panel vans by the service provider.
- h) The service provider must ensure that all vehicles can fit through the entrances of the delivery destinations.
- i) Prior experience in large-scale distribution contracts is a prerequisite.

### **3.4 CONTINGENCY PLAN**

The bidder must provide a detailed contingency plan covering how and when the service will be delivered, considering Legislation and Policy guiding the Secure printing, packaging and distribution of question papers and answer scripts. The contingency plan must outline the following:

#### **3.4.1 RISK MANAGEMENT AND MITIGATION**

##### **3.4.1.1 PHYSICAL PRINTING SITES**

- a) Availability of an emergency printing site with proof that machines will be able to print question papers whilst the main site is being fixed, along with proof of all security measures in the emergency site that will secure the printing of question papers .

##### **3.4.1.2 LOADSHEDDING AND POWER OUTAGES**

- a) Provision of alternative energy sources available on site or immediate access to an alternative energy source to deal with loadshedding and any disruptions to the supply of electricity to ensure uninterrupted service delivery.

##### **3.4.1.3 BREAKDOWNS AND DISRUPTIONS IN THE DISTRIBUTION CHAIN**

- a) Track and Trace System for vehicles delivering question papers and answer books.

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- b) In the event of a breakdown where it is possible to still move the vehicle, towing services (tow trucks) must be available to move the vehicle to its destination.
- c) There must be a mechanic on standby during the transportation of the material OR a replacement vehicle must be provided with full security detail, to swap materials into the new vehicle.

#### 3.4.1.4 INSURANCE

- a) The bidder must provide proof of an insurance policy that will cover infrastructure as well as movable assets to ensure continuity in the value chain.

### 3.5 HUMAN RESOURCES

The prospective bidder must provide the following staff members to ensure efficient and effective operations:

- a) 1 Project Manager
- b) One Printing Machine Operator per machine
- c) Packing and distribution machine operators
- d) 15 Drivers
- e) 8 Security personnel (6 Grade C and 2 Grade B)
- f) 2 Technicians

#### 3.5.1 Requirements for the project manager

- a) The Project Manager must have a minimum of an NQF Level 5 qualification in Project Management or a minimum of five (5) years' relevant experience in the management of a secure printing environment.

#### 3.5.2 Requirements for the machine operators

- a) The machine operators must have a minimum qualification of AET level 4 or Grade 9 or at least three (3) years' experience, indicating technical skills of operating high-volume printing presses in a similar environment.

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### 3.5.3 Requirements for the drivers

- a) The service provider must make provision for a minimum of fifteen (15) driving personnel with a code 10 (EC1) drivers' licence.
- b) Their drivers' licences must be valid and certified by a Commissioner of Oaths. (The certification must not be older than 6 months).
- c) The drivers must have at least two years' experience in the transportation of secure goods.

### 3.5.4 Requirements for the Technicians

- a) The senior technician must have a minimum of an NQF Level 5 qualification in printing machine operations or at least 5 years' relevant experience in the printing of secure materials.

## 3.6 SECURITY

- a) A printing security certificate supplied by Printing South Africa (PSA)
- b) CCTV surveillance in printing and packaging and distribution areas.
- c) Security personnel must have a valid PSIRA accreditation of at least grade level C or level B for control room operators.
- d) At least three years' experience in working within high security environments.
- e) The provision of security systems that can provide surveillance on all printing, sealing, and sorting machines, as well as armed escorting of question papers to the 15 District storage points.
- f) Guarding of the perimeter.

## 3.7 DISTRIBUTION OF QUESTION PAPERS FROM THE GDE TO THE FOLLOWING 15 DISTRICTS

No.	District	Address
(D1)	GAUTENG NORTH	Yorkcor Park Building, 86 Watermeyer Street, Val De Grace, Pretoria
(D2)	GAUTENG WEST	Cnr Boshoff and Human Street, Krugersdorp
(D3)	TSHWANE NORTH	Cnr Lavender Road and Lavender Road West, Wonderboom Junction, 1st Floor, Pretoria
(D4)	TSHWANE SOUTH	265 Pretorius Street, President Towers, Pretoria
(D5)	GAUTENG EAST	Cnr 5th Avenue & 7th Street, Telkom Building, Springs

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(D6)	EKURHULENI NORTH	78 Howard Avenue, Benoni
(D7)	SEDIBENG EAST	14 Joubert Str. S, L & M Building, Corner Kruger and Joubert, Vereeniging
(D8)	SEDIBENG WEST	6 Samuel Street, Zone 18, Sebokeng
(D9)	JOHANNESBURG EAST	17 North Road, Morningside
(D10)	JOHANNESBURG NORTH	2 Reserve Street, FNB Building, Braamfontein
(D11)	JOHANNESBURG SOUTH	100 Northern Parkway Road, Crownwood Office Park, Block C, Ground Floor
(D12)	JOHANNESBURG WEST	20 Goldman Street Florida
(D14)	JOHANNESBURG CENTRAL	Corner Chris Hani and Morola Roads, Pimville, Soweto
(D15)	TSHWANE WEST	Stand No. 2216, Mabopane U, Madidi/Klipgat Road,
(D16)	EKURHULENI SOUTH	Infinity Office Park, 2 Robin Close, Meyersdal

#### 4. EVALUATION CRITERIA

The evaluation of the bids will be conducted in three stages as per Preferential Procurement Regulations, 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA) as follows:

Stage 1: Mandatory Administration and Technical compliance (Bid Pre-Screening)

Stage 2: Functionality and Sites

Stage 3: Price and specific goals

##### **Stage One: Administrative compliance (Bid Pre-Screening)**

An administrative evaluation will be carried out on all the bids received and if the compulsory documentation mentioned below is not fully completed and signed, and/or not attached such a bid will be eliminated from any further evaluation.

##### **Mandatory Documents (eliminating criteria):**

- a) Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified (NB. Complete and sign Bidder's disclosure (SBD4) which is part of the RFP pack).

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- b) Submission of a completed and signed price schedule (RFP Section 2). Failure to submit any one of the pages will result in the bidder being disqualified.
- c) Submission of a valid proof of registration with Printing South Africa (PSA) to print secure materials.
- d) The service provider must provide a valid Occupational Health and Safety Certificate for the building to be utilised as a precinct.
- e) Provide a valid copy of PSIRA certificates for all security personnel outlined in the scope
- f) Provide a letter of Certification from the Original Equipment Manufacturer (OEM) for all new or used equipment to be supplied. The letter must include details of the capacity/capability of the machines or a brochure can be attached to the letter indicating the capacity/capability of the machines. All machines will be inspected and tested during the site visit to confirm its capacity/capability.
- g) Provide proof of ownership or lease agreement for the facility to be utilized as the printing precinct for the duration of the contract, in the form of a title deed or lease agreement signed by both the owner and the bidder.
- h) Bidders must provide proof of ownership or a lease agreement or a proof of an arrangement made with the existing printing precinct that could be utilized in case of an emergency. This should be part of the business's contingency/backup plan.
- i) Valid vehicle license discs and registration documents or lease agreements of all vehicles to be utilized for distribution.

**Other Required Documents (non-eliminating criteria)**

- a) Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, NB: Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The following documents should be submitted together with SBD 6.1 to claim Preference Points:

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- i. Company Registration Documents.
  - ii. Certified (not older than 6 months) Identity Documents of Shareholders/Owners/Directors of the Company.
  - iii. Recent/latest Proof of a Central Supplier Database (CSD) registration.
- b) Valid SARS Tax Compliance Status (TCS) pin.
  - c) Valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate issued by a SANAS accredited agency/or a B-BBEE Certificate issued by CIPC, or a valid, sworn Affidavit signed by the deponent and attested to by a Commissioner of Oaths.
  - d) In the case of a consortium or Joint Venture, proposals must contain:
    - i. Partnership Agreements/Joint Venture Agreements signed by all party representatives.
    - ii. A valid SANAS-accredited consolidated BBBEE Certificate.
    - iii. Proof of consolidated CSD registration for a consortium or Joint Venture.

## Stage Two: Functionality evaluation

### Functionality evaluation will be based on the following criteria:

A paper-based functionality evaluation will be carried out on all shortlisted bids. The minimum threshold is **80** out of **100** points. Bidders who meet the paper-based functionality threshold will be eligible for the next stage of evaluation which is a site visit to confirm availability and operations of items identified on paper.

**TABLE 1**

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
<b>CAPACITY TO DELIVER</b>		
<b>1</b>	<b>1.1 PROJECT AND MAINTENANCE PLAN</b> The prospective bidder must present a <b>comprehensive project plan</b> that details an all-inclusive end-to-end solution for the printing, sorting, packaging, storage and distribution of question papers, answer books and other examination and assessment-related materials as well as security in the storage and electronic archival of examination answer scripts for all qualifications. The project plan should also indicate the following aspects with timeframes:	<b>5</b>

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NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p>1.1.1 Procurement of the relevant and up to date printing, packaging, sorting, and archival machines.</p> <p>1.1.2 The machines should be brand new or if used machines are to be provided, proof should be provided that the machines will be able to be fully functional for the entire duration of the contract. A letter from the OEM must be provided, indicating the date of purchase of the machines and the lifespan. If used machines are provided, the project plan must indicate sourcing of such machines in South Africa in line with paragraph 3.2 of the scope.</p> <p>1.1.3 The project plan should include the details of a maintenance plan which will ensure uninterrupted service during the different examination cycles.</p> <p>I. Comprehensive project and maintenance plan meeting <u>all</u> the above criteria <b>(5)</b></p> <p>II. No project and maintenance plan OR a project and maintenance plan <u>not</u> meeting ALL of above criteria <b>(0)</b></p>	
	<p><b>1.2 A SECURE PRINTING, PACKAGING, STORAGE, DISTRIBUTION, AND ARCHIVING SITE</b></p> <p>The service provider is required to have available a secure facility, via lease or ownership, to deliver the all-inclusive end-to-end service required. The facility must meet the following minimum requirements:</p> <p>1.2.1 Must be used exclusively for the printing, sorting, packaging, storage, distribution and archiving of GDE examinations and assessment materials.</p>	<b>15</b>

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p>1.2.2 A minimum of 3,000m<sup>2</sup> which will be subject to inspection by GDE and should house the all-inclusive end-to-end service under one roof.</p> <p>1.2.3 The facility must be demarcated into four specific areas for as outlined in paragraph 3.1(c) of the scope.</p> <p>I. Comprehensive portfolio of evidence meeting all the criteria. (15)</p> <p>II. No portfolio of evidence OR a portfolio of evidence not meeting ALL criteria (0)</p>	
	<p><b>1.3 MACHINERY / EQUIPMENT</b></p> <p>The service provider is required to have available the following machines to deliver the all-inclusive end-to-end service required. The service provider should own or lease the following equipment:</p> <p><b>1.3.1 PRINTING MACHINES</b></p> <p>1.3.1.1 Six High Volume monochrome machines/any number of machines capable to meet all the specifications outlined in paragraph 3.2.1 of the scope AND</p> <p>1.3.1.2 Two Low Volume HD Printers</p> <p>One low volume Colour HD printer to print colour question papers for subjects such as Visual Arts and Engineering</p> <p>Graphics and Design (EGD)</p> <p>One Monochrome low volume printer to be utilised to print question paper proofs.</p>	<b>30</b>



INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p>The specification of the machines are outlined in paragraph 3.2.2 of the scope</p> <p>I. Proof of High and Low Volume printing machines in the form of brochures meeting all the criteria <b>(5)</b></p> <p>II. No proof of printing machines OR brochures not meeting ALL of criteria <b>(0)</b></p>	
	<p><b>1.3.2 ONE WRAPPING MACHINE</b></p> <p>The provision of a fully automatic wrapping machine to pre seal question papers in packs of 5, 10 or 20.</p> <p>The specifications for the wrapping machine are outlined in paragraph 3.2.3 of the scope</p> <p>I. Proof of a fully automatic wrapping machine in the form of brochures meeting all the criteria <b>(5)</b></p> <p>II. No proof of wrapping machine OR a wrapping machine <u>not</u> meeting the criteria <b>(0)</b></p>	
	<p><b>1.3.3 FULLY AUTOMATED SORTING AND PACKAGING MACHINE :</b></p> <p>The automated sorting and packing machine must be utilised to pack question papers per subject, per school and per district.</p> <p>The purpose of the machine is to minimise human intervention.</p> <p>The specification of the Sorting and Packing machine is outlined in paragraph 3.3.1 of the scope</p> <p>I. A fully automated sorting and packaging machine meeting <u>all</u> the criteria <b>(5)</b></p> <p>II. The sorting and packaging machine does not meet <u>all</u> the criteria <b>(0)</b></p>	

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p><b>1.4 TWO (2) INDUSTRIAL SHREDDING MACHINES</b></p> <p>1.4.1 Capable of shredding question papers, both horizontally and vertically, that have misfed or have printing defects. <u>AND</u></p> <p>1.4.2 The shredding should meet the minimum standards for the discarding of question papers as outlined in the Norms and Standards for Printing of Question Papers.</p> <p>I. Two Industrial shredding machines meeting both above criteria <b>(5)</b></p> <p>II. Two or less industrial shredding machines do <u>not</u> meet both above criteria <b>(0)</b></p>	
	<p><b>1.5 THREE (3) FULLY AUTOMATED INDUSTRIAL INTEGRATED GUILLOTINES CAPABLE OF:</b></p> <p>1.5.1 Cutting at least 2 centimetres of spines of the answer booklets without damaging the pages of the books AND</p> <p>1.5.2 Re-stapling the document into its original format.</p> <p>a) 3 industrial integrated guillotines meeting <u>the</u> of the above criteria <b>(5)</b></p> <p>b) Less than 3 industrial integrated guillotines OR 3 industrial integrated guillotines <u>not</u> meeting both of the above criteria <b>(0)</b></p>	

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p><b>1.6 THREE (3) HIGH-VOLUME SCANNERS CAPABLE OF:</b></p> <p>1.6.1 Scanning of at least 1 000 pages per minute and converting images into a digital format that will be stored on a secure server AND</p> <p>1.6.2 Providing access to digital copies of the cover of books with its location on racks to enhance the retrieval process for remarks or viewing of scripts.</p> <p>a) 3 high-volume scanners meeting <u>all the</u> above criteria <b>(5)</b></p> <p>b) Less than 3 high-volume scanners OR 3 high-volume scanners <u>not</u> meeting all the above criteria <b>(0)</b></p>	
	<p><b>1.7 DISTRIBUTION</b></p> <p><b>The distribution of examination-related material from the printing precinct to 15 districts (District List provided in 3.6)</b></p> <p>1.7.1 The prospective bidder must provide evidence of the ability to distribute question papers in a highly secured manner. Evidence will be based on criteria outlined in paragraph 3.3.2 of the scope.</p> <p>I. Evidence available in the form of 15 valid vehicle licence discs and registration papers. In the case where vehicles are leased, the lease agreement will serve as evidence. The GDE reserves the right to inspect all leased vehicles at the time of award. <b>(10)</b></p> <p>II. No evidence submitted or evidence submitted does <u>not</u> meet all the above criteria. <b>(0)</b></p>	<b>10</b>
	<p><b>1.8 CONTINGENCY PLAN</b></p> <p><b>Provide a detailed contingency plan indicating risk identification and mitigation in the following areas outlined in paragraph 3.4.1 of the scope:</b></p> <p>1.8.1 Printing Sites</p>	<b>10</b>

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NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p>Provide proof of ownership of a site to be utilized as the emergency site in the form of a title deed or lease agreement for a suitable building signed by both the owner and the bidder. The site could be the current commercial site; or the prospective bidder can enter into an agreement with an existing printing company to lease their facility for the period required to proceed with the printing while the printing precinct is being fixed. In both cases, assurance must be given that the area to be utilized will be demarcated and used exclusively for the printing of question papers under secure conditions. If a lease agreement is signed with an existing printing company, the identified emergency site must be ready immediately to continue with the operations.</p> <p>1.8.2 Loadshedding and Power Outages</p> <p>1.8.3 Security</p> <p>1.8.4 Breakdowns and disruptions</p> <p>1.8.5 Insurance</p> <p>2 Contingency plan meets <u>all</u> of the above criteria <b>(10)</b></p> <p>3 Contingency plan does <u>not</u> meet all of the above criteria <b>(0)</b></p>	
<b>HUMAN RESOURCES</b>		
<b>2</b>	<p>Submission of CVs, certified copies of IDs and certificates/qualifications for all personnel listed below for the execution of the project. <i>(Certification of IDs and qualifications should not be older than six (6) months)</i></p> <p>2.1 Project Manager</p> <p>i. Experience- At least 5 years' relevant experience in the field of secure printing AND/ OR secure packaging, storing and distribution of secure materials AND/OR secure archival of material OR</p> <p>ii. Qualification- minimum NQF Level 5 in Project Management</p>	<b>10</b>

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NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<p>2.2 Machine Operators</p> <ul style="list-style-type: none"> <li>i. Experience- Machine operators must have at least three years of experience indicating technical skills of operating high-volume printing presses in a similar environment OR</li> <li>ii. Qualification- minimum of AET level 4 or Grade 9.</li> </ul> <p>2.3 Senior Technician</p> <ul style="list-style-type: none"> <li>i. Experience- At least 5 years' relevant experience in the printing of secure materials OR</li> <li>ii. Qualification- Minimum of NQF Level 4 qualification.</li> </ul> <p>2.4 Drivers</p> <ul style="list-style-type: none"> <li>i. Minimum of three years' experience in secure transportation.</li> <li>ii. All drivers must have a minimum of Code 10 (EC1) valid drivers' licences for a minimum of 1 ton vehicle to be operated.</li> </ul> <p>2.5 Security personnel x 6</p> <ul style="list-style-type: none"> <li>i. Experience- At least three years of experience.</li> <li>ii. Valid PSIRA accreditation of at least grade level C.</li> </ul> <p>2.6 Control room operators x 2</p> <ul style="list-style-type: none"> <li>i. At least three years of experience <u>AND</u></li> <li>ii. Valid PSIRA accreditation of at least grade level B.</li> </ul> <p>I. All the above <u>six</u> categories of human resources are available to deliver the service, and they meet both the experience <u>OR</u> qualifications criteria per category. <b>(10)</b></p> <p>II. Less than the above <u>six</u> categories of human resources are available to deliver the service, OR they do <u>not</u> meet both the experience <u>or</u> qualifications criteria per category. <b>(0)</b></p>	

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	<b>COMPANY EXPERIENCE</b>	
<b>3</b>	<p><b>Provide signed references on a client's letterhead from at least three (3) clients, indicating experience not older than five (5) years of successfully completed similar projects in the printing, packaging, storing and distribution of materials in a highly secured environment. The reference must include the nature, duration (start and end date) and value of the projects.</b></p> <p>3.1 Number of reference letters in printing, packaging, storing and distribution of materials in a highly secured environment which stipulates the nature, duration (start and end date), and value of the projects.</p> <p>I. Three reference letters <b>(10)</b></p> <p>II. Two reference letters <b>(5)</b></p> <p>III. One reference letter <b>(2)</b></p> <p>IV. No reference letters OR reference letters do not include experience in printing, packaging, storing and distribution of materials in a highly secured environment AND/OR the nature, duration, and value of the projects. <b>(0)</b></p> <p>3.2 Years of experience in successfully completed similar projects in printing, packaging, storing and distribution of materials in a highly secured environment <b>(10)</b></p> <p>I. Three years or more years <b>(10)</b></p> <p>II. Two years <b>(5)</b></p> <p>III. One year <b>(2)</b></p>	<b>20</b>

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NO.	DESCRIPTION OF THE EVALUATION CRITERIA	WEIGHT ALLOCATION
	IV. No experience in printing, packaging, storing and distribution of materials in a highly secured environment AND/OR the experience submitted is not relevant. <b>(0)</b>	
<b>TOTAL</b>		<b>100</b>
<b>PAPER-BASED FUNCTIONALITY MINIMUM THRESHOLD FOR THE BIDDER TO BE ELIGIBLE FOR A COMPULSORY SITE VISIT</b>		<b>80</b>

#### Site visits

Site visits will be conducted to shortlisted bidders. The following criteria out of 80 points will be used.

<b>COMPULSORY SITE VISIT EVALUATION (80)</b>		
NO.	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION
<b>1.</b>	<b>MACHINERY</b>	
	<p>The prospective service provider must provide physical evidence of their existing printing operations:</p> <ul style="list-style-type: none"> <li>i. Printing machines</li> <li>ii. Wrapping and sealing machines</li> <li>iii. Automated packing and sorting machines</li> <li>iv. Discarding of redundancies (shredders)</li> <li>v. Guillotines</li> <li>vi. High Volume scanner machines</li> </ul> <p>I. Physical evidence provided which includes all 6 categories of printing operations listed above. (15)</p> <p>II. Physical evidence provided does not include all 6 categories of printing operations listed above. (0)</p>	<b>15</b>

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<b>COMPULSORY SITE VISIT EVALUATION (80)</b>		
<b>NO.</b>	<b>DESCRIPTION OF THE EVALUATION CRITERIA</b>	<b>POINTS ALLOCATION</b>
<b>2.</b>	<b>DISTRIBUTION OF MATERIALS</b>	
<b>2.1</b>	<p>The Service Provider must provide evidence of ownership of their fleet of vehicles or letters of intent to enter into lease agreements or joint ventures with reputable companies.</p> <p>I. Physical evidence of at least 15 panel vans or trucks of a minimum of 1-ton capacity, or letters of agreement to lease from a reputable company, (15)</p> <p>II. No physical evidence of 15 panel vans or trucks and/or capacity is <u>less</u> than 1-ton , or letters of lease agreements not submitted (0)</p>	<b>15</b>
<b>2.2</b>	<p>The service provider must provide evidence of the handling and distribution of high security materials.</p> <p>Protocols related to access and surveillance to handle high security materials.</p> <ul style="list-style-type: none"> <li>• Validation of all materials received</li> <li>• Storage of all materials received</li> <li>• Movement of materials to fine picking and packaging</li> <li>• Storage of materials per subject, school, district and delivery weeks</li> <li>• Dispatching of materials</li> <li>• Receipt and validation of materials at destination</li> </ul> <p>I. Evidence observed indicates that all protocols related to each of the handling and distribution activities listed above are in place and functional. <b>(15)</b></p> <p>II. Evidence observed indicates that the protocols in place have gaps and/or do not exist one or more of the handling and distribution activities listed above and/or are not functional. <b>(0)</b></p>	<b>15</b>



INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

3.	SECURITY AND RISK MANAGEMENT	
	<p>The service provider must provide evidence of security systems that can provide surveillance on all printing, sealing, and sorting machines, as well as access control to all operational equipment as per 3.4.1.3 of the scope.</p> <p>I. Physical evidence is available of surveillance and security equipment in the current operation of the bidder covering all machines and all operations as well as blind spots (15)</p> <p>II. There is no evidence, or inadequate evidence of surveillance and security equipment that would allow for the printing of high security materials. (0)</p>	15
4.	PRINTING SITE	
	<p>The service provider must provide a secure facility to deliver the all-inclusive end-to-end service required. As well a fully operational alternative site that can be used immediately in the event of an incident at the printing precinct.</p> <p>a) Physical evidence is available of a secure facility meeting the requirements as outline in paragraph 3.1 of the scope, to deliver the all-inclusive end-to-end service required. Evidence of a fully operational alternative site that can be used immediately in the event of an incident at the printing precinct is also available (20)</p> <p>b) Physical evidence is lacking / not availed to support the existence of a secure AND a fully operational alternative site OR the site is not <u>fully</u> operational, and no alternative site is available or it does not meet all criteria for the printing site as per paragraph 3.1 of the scope. (0)</p>	20
	<b>TOTAL</b>	<b>80</b>
<p>The minimum threshold is <b>70</b> out of <b>80</b> points. Bidders who meet the compulsory site visit threshold will be eligible to be evaluated for Price and Specific Goals.</p>		

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

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### **Stage Three: Price Schedule and Specific Goals**

The cost must be determined per image and include all the items mentioned in the scope. For the purposes of this tender, an image or click, will be defined as the total cost of one page which will include all consumables, paper, toners, security, distribution, and all staff required.

The images are determined by the number of candidates that have registered for a specific grade in that year. The Department can however not be able to provide accurate figures in advance since the entries vary year-on-year. The department however commits that it would require a minimum of 250 million images to be printed per annum. The service provider will be advised per annum of the accurate figures and the costs will be adjusted accordingly.

### **Statistics for exam cycles**

**The statistics includes the examinations cycles for the NSC and SC as per the table below:**

The table illustrates the escalation in the number of entries from 2021 to 2024. The table outlines only printing requirements for grade 12 Question papers. The numbers must be doubled to account for answer books.

Printing will also be required for Marking Material which is usually estimated at 10% of the total subject entries.

The General Education Certificate was implemented for the first time in 2024 and the province was required to print for 424 Pilot schools. The total number of images required for the Pilot project was approximately 13 000 000. If the GEC will be implemented fully in 2025 and beyond, the estimated number of images required per annum will be around 50 000 000.

Therefore, the total estimated images for all printing as per the examinations below is estimated at about 250 000 000 clicks per annum.

- a) The National Senior Certificate (NSC): May/June and October/November annually.
- b) The Senior Certificate (SC): May/June annually.
- c) The General Education Certificate (GEC).

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- d) Provincial examinations in June and November for Grades 3, 6 ,9, 10 and 11.
  - e) Provincial examinations in June for ALL NSC candidates.
  - f) Preparatory examinations for Grade 12 candidates.
  - g) NSC Practical Tasks (PATs) for Grade 12 subjects with a practical component.
  - h) Life Orientation Common Assessment Task for all Grade 12 NSC candidates.

<b>Examination Cycle</b>	<b>NSC June</b>	<b>SC June</b>	<b>November</b>	<b>Preparatory Exam</b>	<b>June Full-time</b>
2021	81 562	85 653	2 104 388	2 104 388	2 104 388
2022	46 418	102 283	2 153 088	2 153 088	2 153 088
2023	124 720	159 784	2 180 026	2 180 026	2 180 026
2024	167 126	160 228	2 210 404	2 210 404	2 210 404

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The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (Preferential Procurement Regulation 2022, Gazette Number 47452). Responsive bids will be adjudicated in terms of (90/10) preference point system in terms of which points are awarded to bidders on the basis of:

**Table 3**

Area	Points
<b>Price</b>	<b>90</b>
<b>Specific Goals</b>	<b>10</b>
100% Black Owned Enterprise	2,5
100% Female Owned Enterprise	2,5
100% Youth Ownership Enterprise	2,5
100% Disability Ownership Enterprise	2,5

Specific goals	Allocated Preference Points	Required proof/documents to be submitted for evaluation purposes
<ul style="list-style-type: none"> <li>100% owned by Black people (ownership) = 2,5 points</li> <li>Less than 100% owned by black people (ownership) = 1 point</li> <li>0% owned by Black people (ownership)= 0 points</li> </ul>	2,5 points	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> <li>Consolidated CSD report/ CSD registration number (MAAA number)</li> </ul>
<ul style="list-style-type: none"> <li>100% owned by people who are women (ownership) = 2,5 points</li> </ul>	2,5 points	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> <li>Consolidated CSD report/ CSD registration number (MAAA number)</li> </ul>

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

<ul style="list-style-type: none"> <li>• Less than 100% owned by people who are women (ownership) = 1 point</li> <li>• 0% owned by people who are women (ownership)= 0 points</li> </ul>		
<ul style="list-style-type: none"> <li>• 100% owned by people who are youth (ownership) = 2,5 points</li> <li>• Less than 100% owned by people who are youth (ownership) = 1 point</li> <li>• 0% owned by people who are youth (ownership)*= 0 points</li> </ul>	2,5 points	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• Consolidated CSD report/ CSD registration number (MAAA number)</li> </ul>
<ul style="list-style-type: none"> <li>• 100% owned by people who are disabled (ownership) = 2,5 points</li> <li>• Less than 100% owned by people who are disabled (ownership) = 1 point</li> <li>• 0% owned by people who are disabled (ownership)= 0 points</li> </ul>	2,5 points	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• Consolidated CSD report/ CSD registration number (MAAA number)</li> </ul>

**NB:** Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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## 5. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise one envelope with the following, bound and clearly indexed: -

**Table 4**

Section A	<p>a) Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified (NB. Complete and sign Bidder's disclosure (SBD4) which is part of the RFP pack).</p> <p>b) Submission of a completed and signed price schedule (RFP Section 2). Failure to submit any one of the pages will result in the bidder being disqualified.</p> <p>c) Submission of a valid proof of registration with Printing South Africa (PSA) to print secure materials.</p> <p>d) The service provider must provide a valid Occupational Health and Safety Certificate for the building to be utilised as a precinct.</p> <p>e) Provide a valid copy of PSIRA certificates for all security personnel outlined in the scope</p> <p>f) Provide a letter of Certification from the Original Equipment Manufacturer (OEM) for all new or used equipment to be supplied. The letter must include details of the capacity/capability of the machines or a brochure can be attached to the letter indicating the capacity/capability of the machines. All machines will be inspected and tested during the site visit to confirm its capacity/capability.</p> <p>g) Provide proof of ownership or lease agreement for the facility to be utilized as the printing precinct for the duration of the contract, in the form of a title deed or lease agreement signed by both the owner and the bidder.</p> <p>h) Bidders must provide proof of ownership or a lease agreement or a proof of an arrangement made with the existing printing precinct that</p>
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INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

	<p>could be utilized in case of an emergency. This should be part of the business's contingency/backup plan.</p> <p>i) Valid vehicle license discs and registration documents or lease agreements of all vehicles to be utilized for distribution.</p>
Section B	<p>a) Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, NB: Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The following documents should be submitted together with SBD 6.1 to claim Preference Points:</p> <p>iv. Company Registration Documents.</p> <p>v. Certified (not older than 6 months) Identity Documents of Shareholders/Owners/Directors of the Company.</p> <p>vi. Recent/latest Proof of a Central Supplier Database (CSD) registration.</p> <p>b) Valid SARS Tax Compliance Status (TCS) pin.</p> <p>c) Valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate issued by a SANAS accredited agency/or a B-BBEE Certificate issued by CIPC, or a valid, sworn Affidavit signed by the deponent and attested to by a Commissioner of Oaths.</p> <p>d) In the case of a consortium or Joint Venture, proposals must contain:</p> <p>iv. Partnership Agreements/Joint Venture Agreements signed by all party representatives.</p> <p>v. A valid SANAS-accredited consolidated BBBEE Certificate.</p> <p>vi. Proof of consolidated CSD registration for a consortium or Joint Venture.</p>

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Section C	<p>a) Capacity to deliver:</p> <ul style="list-style-type: none"> <li>i. Project and maintenance plan</li> <li>ii. Technological Functionality/capacity</li> <li>iii. Provision of a fully automatic picking and pre-sealing machine</li> <li>iv. Provision of a fully automated sorting and packaging machine</li> <li>v. Provision of at least two (2) industrial shredding machines</li> <li>vi. Provision of at least three (3) fully automated industrial integrated guillotines</li> <li>vii. The provision of at least three (3) high volume scanners</li> <li>viii. Distribution</li> <li>ix. Contingency plan</li> </ul> <p>b) Human resources:</p> <p>CVs of personnel indicating experience, Qualifications and drivers' licences (Certification should not be older than six (6) months)</p> <p>c) Company experience:</p> <p>Minimum of three (3) Reference/testimonial letters from previous clients with a minimum of three years' experience.</p>
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INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

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## **6. SPECIAL CONDITIONS OF CONTRACT**

- 6.1 Successful Bidder(s) must be able to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.
- 6.2 GDE reserves the right to reject work that does not meet the required standard and engage an alternative Service Provider to complete the work. GDE shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.
- 6.3 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service, following due process.
- 6.4 All bidder(s) will be profiled and vetted before and after the appointment.
- 6.5 GDE reserves the right to appoint more than one service provider.
- 6.6 The service providers must deliver the requested service within the given timeframes (to be given as and when orders are placed).
- 6.7 The stringent timeframes regarding the delivery of the final service necessitates that the GDE is in constant contact with the service provider and would at times require the service provider to make last minute changes to the printing services without compromising the quality of work rendered.
- 6.8 The service provider/s will be responsible to take out and maintain appropriate insurance to cover the risk of loss and damage of equipment in the printing precinct and in transit, adequate vehicle insurance and/or accident cover and comprehensive third-party liability insurance.
- 6.9 Service provider must ensure that they are registered for e-invoicing on [eisregistration@gauteng.gov.za](mailto:eisregistration@gauteng.gov.za)
- 6.10 All bidders will be required to attend the compulsory briefing session
- 6.11 The facility must be demarcated into four specific areas for 1) Administrative 2) Printing and proofing 3) Picking and packaging 4) Scanning and archiving of scripts
- 6.12 Adequate electronic and physical security (Boundary wall, CCTV, Solid fencing between demarcated areas, Alarm linked to armed security)

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- 6.13 The facility must have easy access to major roads /freeways
- 6.14 Bidders must provide proof of all staff vetted by SSA at the bidder's costs.
- 6.15 All vehicles must be roadworthy with current licences, and this will be subjected to inspection by the GDE.
- 6.16 Bidders shall provide a proposed vetting process demonstrating driver compliance throughout the contract period as well as the procedure followed in the appointment of drivers with valid drivers' licences and a clean track record.
- 6.17 Back-up power (Generator and/or solar)
- 6.18 All personnel and drivers must have police security clearance and security vetting.
- 6.19 Machines must print A4 and A3 copies
- 6.20 Machines must produce booklets as well
- 6.21 Bidders must provide proof of financial viability in the form of audited financial statements or provide a performance guarantee in the form of a letter from an accredited financial institution.
- 6.22 The department will conduct a compulsory briefing session

## 7. Timeframes

Output	Period
<p>The GDE requests the service provider to print, pack and distribute question papers, answer books and memoranda for the following examinations:</p> <ul style="list-style-type: none"> <li>○ May/June examinations <ul style="list-style-type: none"> <li>▪ Supplementary National Senior Certificate Examinations</li> <li>▪ Senior Certificate examinations</li> <li>▪ General Education Certificate (GEC)</li> </ul> </li> <li>○ Provincial Common examinations <ul style="list-style-type: none"> <li>▪ Grade 12 June examinations</li> <li>▪ Grade 10 and 11 November examinations</li> <li>▪ Grades 3 and 6 examinations</li> </ul> </li> <li>○ Preparatory examinations in July to September</li> <li>○ November examinations <ul style="list-style-type: none"> <li>▪ National Senior Certificate examinations</li> <li>▪ Senior Certificate examinations</li> </ul> </li> </ul>	Three (3) years

INVITATION OF SERVICE PROVIDERS FOR THE PROVISIONING OF AN END-TO-END SOLUTION FOR THE PRINTING, SORTING, PACKAGING, STORAGE, DISTRIBUTION AND ELECTRONIC ARCHIVING OF QUESTION PAPERS, ANSWER BOOKS AND OTHER EXAMINATION AND ASSESSMENT MATERIALS FOR ALL QUALIFICATIONS FOR A FIXED-TERM PERIOD OF THREE (3) YEARS.

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<ul style="list-style-type: none"> <li>○ The service provider should distribute the question papers to all 15 (fifteen) district offices, according to the statistics provided by GDE.</li> </ul>	
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7.1 The details of the processes, timeframes and deliverables will again be outlined in a service level agreement that will be signed with the successful bidder.

7.2 When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

## 8. PENALTIES/WARRANTIES

8.1 If it is shown that errors or shortcomings exist within the service provided, the bidder(s) shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no cost to GDE.

8.2 GDE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

8.3 GDE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.

8.4 Should any audit or inspection reveal that the service provider 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 GDE associated with such non-compliance.

8.5 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of services.

8.6 The Gauteng Department of Education reserves the right to suspend operations of the service provider. Should such eventuality arise, a replacement will be sought without any extra cost to the Department.

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## **9. INSTRUCTIONS FOR THE PROPOSAL**

- 9.1 This Invitation to Bid does not constitute an offer. The Bid intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 9.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as Pricing Schedule. Only the requested information should be inserted and no changes to the layout should be made.
- 9.3 GDE requires a clear, concise and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this Bid.
- 9.4 The validity period of this tender is 180 days. In the event that there is a need to extend the validity period, it will be published on the GPG e-tender portal. It is the responsibility of the bidders to check the extensions as published as there will be no individual correspondence.

Bidders that decline the extension would invalidate their specific bids and not the entire bid process.

Bidders who fail to respond on the request for validity extension within the stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid.

Bidders will not be permitted to lower their bid price. The prices must remain the same.

- 9.5 Proposals must be compiled in the following manner: Clear indexing of the proposal content must be included.
- a) One (1) original proposal (marked "original") must be submitted.
  - b) One (1) copy of the proposal (marked copy) must be submitted.
- 9.6 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:
- a) Description of proposal

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- b) Bid Number
- c) Closing date and time

9.7 In the case of Joint Ventures, proposals must contain:

- a) Teaming Agreements
- b) B-BBEE status and proof of consolidated CSD registration for all members of the Joint Venture
- c) Submit a valid original or certified consolidated B-BBEE Status Level Verification Certificate (accredited by a SANAS agent).

9.8 Tender Costs

The Bidder will be liable for all costs incurred in response to this request.

9.9 Late Submissions

Proposals submitted after the specified closing date and time will not be considered.

## 10. DECLARATION

I / We the undersigned hereby declare that I / We have read and understand the above and agree to be bound by the stated terms and conditions.

**Name of Bidder:** .....

**Name of contact person:** .....

**Capacity:** .....

**Signature:** ..... **Date:** .....



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

***The latest financial statements for the last two years are required (except if it is a new or a dormant entity)***

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

**Annexure A****GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010****NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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



## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the



envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)