



Invitation to Tender – ZNB 0106E/2022/2023

Suitable and capable service providers are invited to bid for the following:

REQUEST FOR PROPOSALS FOR PROJECT MANAGEMENT SERVICES AND PROCUREMENT AGENCY SERVICES FOR THE PROCUREMENT, WAREHOUSING, DISTRIBUTION AND UPKEEP OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM) FOR INSTITUTIONS OF LEARNING IN THE KWAZULU-NATAL DEPARTMENT OF EDUCATION FOR THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS

Access to Bid Document:

Bid documents will not be available for collection but may be downloaded from the e-Tender Portal.

Briefing Session: There will be no briefing session

Queries:

Queries relating to this bid may be addressed to **Ms Nozizwe Makaula / Ms Thandazile Thusi**, e-mail: nozizwe.makaula@kzndoe.gov.za / thandazile.thusi@kzndoe.gov.za by no later than **22 November 2022**. Telephone queries will not be entertained.

Prequalifying Criteria:

- Entities who are Level 1 contributors to B-BBEE and
- Sub-Contracting a minimum of 30% of the contract to:-
 - i. an EME or QSE which is at least 51% owned by black people; or
 - v. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships; or
 - vi. a cooperative which is at least 51% owned by black people; or
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans; as per the provisions of section 4(1) (a) and (c) of the PPPFA Regulations, 2017.

Any tenderer that fails to meet the Prequalifying Criteria will not be considered.

Closing of Bid:

The closing time for receipt of Tenders is **11h00am on 02 December 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

Bid Box (Turnstile Entrance)

228 Pietermaritz Street (Ex-NED Building)

Pietermaritzburg

3201

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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Definitions

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 0106E/2022/2023**.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 0106E/2022/2023**.
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
8. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).
9. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
10. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
11. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen,
 - I) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - II) who is a female; and/or
 - III) who has a disability:
Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.
12. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

13. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
14. **“Person”** includes reference to a juristic person.
15. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
16. **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
17. **“Small Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
18. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2001.
19. **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
20. **“Youth”** mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER

PART A	INVITATION TO BID (SBD 1)	YES	NO
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	YES	NO
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	YES	NO
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	YES	NO
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	YES	NO
SECTION E	PRICING SCHEDULE (SBD 3)	YES	NO
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	YES	NO
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	YES	NO
SECTION K	GENERAL CONDITIONS OF CONTRACT	YES	NO
SECTION L	SPECIAL CONDITIONS OF CONTRACT	YES	NO
SECTION M	AUTHORITY TO SIGN THE BID	YES	NO
SECTION N	TERMS OF REFERENCE	YES	NO
SECTION O	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	YES	NO
SECTION P	PAST / CURRENT EXPERIENCE	YES	NO
SCHEDULE 1	Full CSD report not older than 1 month	YES	NO
SCHEDULE 2	AN ORIGINAL OR CERTIFIED COPY OF A RESOLUTION AS PER SECTION M	YES	NO
SCHEDULE 3	PROOF OF PHYSICAL ADDRESS	YES	NO
SCHEDULE 4	COMPANY PROFILE	YES	NO
SCHEDULE 5	COMPANY ORGANOGRAM	YES	NO
SCHEDULE 6	A VALID OCCUPATIONAL HEALTH AND SAFETY (OHS) CERTIFICATE	YES	NO
SCHEDULE 7	A VALID LETTER OF GOOD STANDING ISSUED BY THE COMPENSATION FUND IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO 130 OF 1993 (COIDA)	YES	NO

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	ZNB 0106E/2022/2023	CLOSING DATE:	02 DECEMBER 2022
		CLOSING TIME:	11h00am
DESCRIPTION	REQUEST FOR PROPOSALS FOR PROJECT MANAGEMENT SERVICES AND PROCUREMENT AGENCY SERVICES FOR THE PROCUREMENT, WAREHOUSING, DISTRIBUTION AND UPKEEP OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM) FOR INSTITUTIONS OF LEARNING IN THE KWAZULU-NATAL DEPARTMENT OF EDUCATION FOR THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
228 PIETERMARITZ STREET (TURNSTILE ENTRANCE)			
PIETERMARITZBURG			
KWAZULU-NATAL			
3201			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			
CONTACT PERSON	Mr Fusi Radebe	CONTACT PERSON	Ms Nozizwe Makaula
E-MAIL ADDRESS	fusi.radebe@kzndoe.gov.za	E-MAIL ADDRESS	nozizwe.makaula@kzndoe.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects and must be accurately completed. Bidders must ensure that all questions are answered. If questions are not applicable, bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Where the bidder is required to respond with "Yes" or "No", the bidder is required to tick the appropriate answer. If an error is made, both Yes and No must be cancelled and initialed and the appropriate response must then be written next to the cancellation. Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures and company stamp must appear on all relevant sections of the document. **Failure to comply will result in the bidder being disqualified.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Where samples are required, bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. The Department will not be opening bids in public during the closing of the bid. Received bids and prices will be published on the Departmental website within 10 days from date of closing.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
16. Bidder must initial each and every page of the bid document. **Failure to comply will result in the bidder being disqualified.**

I HAVE READ AND UNDERSTOOD THE SPECIAL INSTRUCTIONS AND NOTICES ABOVE.

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

COMPANY STAMP

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS
BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON
THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PRICING SCHEDULE

PRICE MUST BE FIRM FOR THE FIRST YEAR OF THE CONTRACT. PRICE ESCALATIONS FOR YEAR 2 AND YEAR 3 WILL BE NEGOTIATED BASED ON CPI.

Name of bidder:	Bid number: ZNB 0106E/2022/2023
Closing Time: 11h00	Closing date: 02 DECEMBER 2022

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

PRICING GUIDE

- The department is budgeting approximately R958 million to spend on the procurement and distribution of Learning and Teaching Support Material (LTSM) to schools in the first year of the contract. The budgeted amount includes the financing of the management agency that will be appointed to execute that task on behalf of the Department. The managing agency fee shall be a percentage of the estimated budget of R958million.
- Bidders must state the percentage (%) of the estimated budget of R958 million that they will charge the Department for the provision of the management agency service, rounded off to the nearest two decimal places. The successful bidder shall be awarded the contract based on the percentage charged.

ITEM	ACTIVITIES	0,00%
A: Management Costs Including Administration		
1	Management cost	%
2	Data Capturing	%
3	Reporting	%
4	Records	%
5	Invoicing	%
6	PODs	%
MANAGEMENT % FOR A		%

B: Warehousing		0,00%
1	Cost of Facilities Storage	%
2	Insurance	%
3	Storage	%
4	Security	%
MANAGEMENT % FOR B		%

SBD 3.1 continuation

Name of bidder:	Bid number: ZNB 0106E/2022/2023
Closing Time: 11h00	Closing date: 02 DECEMBER 2022

C: Catalogue Costs		0,00%
1	Verification and Accuracy of Catalogue	%
2	Printing	%
3	Distribution	%
MANAGEMENT % FOR C		%

D: Packaging		0,00%
1	Total Packaging Cost (in schools' consignments)	%
MANAGEMENT % FOR D		%

E: Requisition Process		0,00%
1	Collection of requisitions	%
2	Verify accuracy of requisitions	%
3	Capturing of requisitions	%
MANAGEMENT % FOR E		%

F: Delivery of LTSM to schools		0,00%
1.	Transportation and delivery of LTSM to schools	%
MANAGEMENT % FOR F		%

G: Management of Textbook Records		0,00%
1	Capturing & Verification of Retention & Retrieval Data	%
2	Updating of Inventories	%
3	Printing of School Top-Up Forms and Inventory Updates	%
4	Reporting on Coverage; Retrieval & Retention per Schools per Grade per Subject	%
MANAGEMENT % FOR G		%

SBD 3.1 continuation

Name of bidder: Closing Time: 11h00	Bid number: ZNB 0106E/2022/2023 Closing date: 02 DECEMBER 2022
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H: Management of Retrieval, Assessment and Repair Process		0,00%
1	Track of Movement of Damaged LTSM	%
2	Assessment of Damaged LTSM	%
3	Producing LTSM Asset Disposal Records	%
4	Updating of stock Records for repaired, written-off and replenished LTSM	%
MANAGEMENT % FOR G		%

TOTAL MANAGEMENT FEE % FOR 1st YEAR OF THE CONTRACT	0,00%
A + B + C + D + E + F + G + H	%

.....
Signature of Bidder

.....
Date

Company Stamp

SECTION F

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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.

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

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

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

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

SECTION H

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The 90/10 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|---|--------|
| PRICE | 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SWORN AFFIDAVIT / B-BBEE CERTIFICATE

1. Bidders whose turnover is below R 10 million per annum are to complete the attached sworn affidavit for **B-BBEE Exempted Micro Enterprise**.
2. Bidders whose turnover is between R 10 million and R 50 million per annum are to complete the attached sworn affidavit for **B-BBEE Qualifying Small Enterprise**.
3. Bidders must therefore complete one of the attached sworn affidavits and **not both**.
4. In terms of the BBEE Commission, Exempted Micro Enterprises (EMEs) and black owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status.
5. The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
6. The Sworn Affidavit must be fully completed. Where a clause is not applicable, "N/A" must be indicated and the clause must not be left blank.
7. The date on which the deponent / bidder signs the sworn affidavit must be the same as the date of the Commissioner of Oaths.
8. Only bidders who are not Level 1 and 2 EMEs or QSEs may attach B-BBEE certificates. A B-BBEE certificate must be issued by a SANAs accredited body and must bear the SANAs logo.
9. A sworn affidavit or BBEE certificate must be an original or a certified copy.

FAILURE TO COMPLY WITH THE ABOVE WILL LEAD TO DISQUALIFICATION

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION K

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 8. 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
 9. A cashier's or certified cheque
- 9.1 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.

10. Inspections, tests and analyses

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.
- 10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

11. Packing

11.1 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.

11.2 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.

12. Delivery and documents

12.1 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.

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

13. Insurance

13.1 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.

14. Transportation

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

15. Incidental Services

15.1 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.

15.2 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.

16 Spare parts

16.1 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.
- (c) Supplier to ensure that the equipment is protected against induced surge currents

17 Warranty

17.1 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.

17.2 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.

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

17.4 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.

17.5 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.

18 Payment

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

18.2 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.

18.3 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.

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

19 Prices

19.1 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.

20 Contract amendments

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

21 Assignment

21.1 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.

22 Subcontracts

22.1 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.

23 Delays in the supplier's performance

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

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

24 Penalties

24.1 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.

25 Termination for default

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

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

25.7 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.

26 Anti-dumping and countervailing duties and rights

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

27 Force Majeure

27.1 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.

27.2 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.

28 Termination for insolvency

28.1 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.

29 Settlement of Disputes

29.1 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.

29.2 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.

29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

29.5 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.

30 Limitation of liability

- 30.1 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.

31 Governing language

- 31.1 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.

32 Applicable law

- 32.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

33 Notices

- 33.1 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.
- 33.2 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.

34 Taxes and duties

- 34.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 34.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 34.3 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.

35 National Industrial Participation (NIP) Programme

- 35.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36 Prohibition of Restrictive practices

- 36.1 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).
- 36.2 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.

SECTION L

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1 The contract period for this bid is thirty-six (36) months with an option to extend for twenty-four (24) months.
- 1.2 The KwaZulu-Natal Department of Education reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. BID APPEALS TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Departmental Website and/or Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

Email: BATsecretariat@kzntreasury.gov.za

3. SWORN AFFIDAVIT / BBBEE CERTIFICATE

- 3.1 Bidders whose turnover is below R 10 million per annum are to complete the attached sworn affidavit for **B-BBEE Exempted Micro Enterprise**.
- 3.2 Bidders whose turnover is between R 10 million and R 50 million per annum are to complete the attached sworn affidavit for B-BBEE Qualifying Small Enterprise.
- 3.3 Bidders must therefore complete one of the attached sworn affidavits and not both.
- 3.4 In terms of the BBBEE Commission, Exempted Micro Enterprises (EMEs) and black owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status.
- 3.5 The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
- 3.6 The Sworn Affidavit must be fully completed. Where a clause is not applicable, "N/A" must be indicated and the clause must not be left blank.
- 3.7 The date on which the deponent / bidder signs the sworn affidavit must be the same as the date of the Commissioner of Oaths.
- 3.8 Only bidders who are not Level 1 and 2 EMEs or QSEs may attach B-BBEE certificates. A B-BBEE certificate must be issued by a SANAs accredited body and must bear the SANAs logo.
- 3.9 A sworn affidavit or BBBEE certificate must be an original or a certified copy.

4. FALSE DECLARATION

- 4.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 4.2 Any false declaration or internal omission of relevant facts shall be reported to the Department of Education, which on receipt of such a report may disqualify the bidder concerned.

5. VALIDITY OF BIDS

- 5.1 Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby the Department of Education may request the bidders to extend the validity period. Should this occur, the Department of Education will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

6. REQUEST FOR PROPOSALS

- 6.1 This Request for Proposal (RFP) / bid document does not constitute an offer. It intends to provide enough information for the preparation and submission of comparable proposals by the Bidders and the Department is not bound to accept any proposal submitted.
- 6.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format laid out under Clause 3, Scope of Work of Section N - Specification and Terms of Reference. The pricing must be populated in SBD 3.1 Pricing Schedule and only the requested information must be provided and no changes to the layout must be made.
- 6.3 KZNDoe requires a clear, concise and factual response.
- 6.4 Bidders shall consult, in writing, with the authorised officials 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 RFP.
- 6.5 Proposals should be compiled with clear indexing of the proposal content.
- 6.6 The Bidder is required to fully acquaint themselves with the conditions, requirements and specifications of the KZNDoe before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- 6.8 Bidder(s) shall consider that the KZNDoe's total requirements may not be allocated to only one Bidder.
- 6.9 KZNDoe reserves the right to engage in pre- award tender negotiations with the shortlisted Bidder(s).
- 6.10 KZNDoe will use its discretion for the Vetting of Bidder(s).

7. AWARD AND CONTRACT CONDITIONS

- 7.1. KZNDoe shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised KZNDoe representative and the Bidder(s).
- 7.2 Successful Bidder(s) must be in a position to commence work as and when required. Projects/services will be initiated by means of written instructions to the successful Bidder(s).
- 7.4 KZNDoe reserves the right to reject work that does not meet the required standard and engage a different Service Provider to complete the work. KZNDoe shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 7.5 KZNDoe also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.
- 7.6 The appointed service provider will be liable for the safety of goods until the department takes delivery.
- 7.7 The service providers must engage with the KZNDoe on service level agreements and with suppliers of LTSM goods and services.
- 7.8 The procurement process between the Contractor and suppliers must be transparent
- 7.9 All ICT related items must be sourced from SITA approved suppliers. However, if they fail to respond or deliver on stipulated time the Contractor must seek approval from the Department to source from other suppliers.

8. REQUIREMENTS FOR THE WAREHOUSE

- 8.1 The warehouse offered must be active or must have been in operation within the past 12 months.
- 8.2 It must be in a position to be fully operational within a month from date of appointment.
- 8.3 The warehouse must be at least 12 000 m² in size.
- 8.4 The warehouse must be within a radius of 100 km from either of the following KZNDoe Offices:
i) Ex-Ned Building, 228 Pietermaritz Street, Pietermaritzburg
ii) Truro House, 17 Victoria Embankment, Durban
- 8.5 The warehouse must have a back-up electricity system e.g. an industrial generator or solar system.
- 8.6 There must be a security system to monitor all movements in the warehouse i.e. biometrics and CCTV cameras.

- 8.7 The warehouse must have a fully functional fire detection system and fire extinguishers.
- 8.8 The bidder must have full comprehensive insurance of a minimum of R500 million to cover both the warehouse and goods.
- 8.9 The warehouse must be certified to comply with Occupational Health and Safety Standards.
- 8.10 The warehouse must have hysters and/or fork lifters with certified drivers.
- 8.11 The physical address for the warehouse to be visited for verification purposes:

- 8.12 Failure to provide a valid address for the warehouse will lead to disqualification.

9. PRICING

- 9.1 Prices tendered must include warehousing, distribution and delivery to schools.
- 9.2 The total bid price on the price page will be utilized for award purposes. However, orders will be placed on individual items as and when required.
- 9.3 Prices must be firm for the first year of the contract. Price increases will be considered in line with CPI for the remaining years.
- 9.4 Where there are items whose prices are affected by rate of exchange fluctuations, the successful bidder must approach the Department and provide supporting documentation. The Department reserves the right to negotiate.
- 9.5 The Management Fee shall be a percentage of the estimated budget for the first year of the contract. The estimated break down is tabled below as a guide for pricing purposes.

LTSM Type	Amount Budgeted Annually			
	Estimated annually for current bid	2023/2024	2024/2025	2025/2026
Textbooks	R 240m	R 360m	R 360m	R 360m
Stationery	R 180m	R 240m	R 240m	R 240m
Grade R	R 80m	R 100m	R100m	R 100m
LSEN Assistive Devices	R 8m	R 8m	R 8m	R 8m
ELITS Library Books	R 10m	R 10m	R 10m	R 10m
e-LTSM	R 60m	R 30m	R 30m	R 30m
Supplementary LTSM	R 40m	R 60m	R 60m	R 60m
Furniture	R 150m	R150m	R150m	R150m
Total	R 768m	R 958m	R 958m	R 958m

10. ORDERS

- 10.1 Services shall be rendered only upon receipt of a written official order from the Department of Education. Services/ Goods shall be delivered as indicated on the official order or bid as the case may be.
- 10.2 Orders will be issued per financial year based on the actual quantities required, the department reserves the right to include if required other items to enhance teaching and learning.

11. WARRANTIES

- 11.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.
- 11.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

12. PAYMENT AND INVOICING

- 12.1 Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Departmental Bid Adjudication Committee.
- 12.2 Invoices must clearly indicate the order number, invoice number and comply with VAT Act.
- 12.3 The service provider shall be allowed to invoice for 50% of the procurement costs upon placement of orders and the remaining 50% on completion of deliveries to schools and institutions of learning. In this regard, the service provider shall permit the KZNDoe to inspect its financial records for procurement funds.
- 12.4 The payment of the management fee will be staggered as per milestones agreed upon in the SLA.

13. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 13.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the departmental **Bid Adjudication Committee** and the Head of the Department.

14. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 14.1 The Department will verify the tax compliance status of a bidder through CSD.
- 14.2 Bidders must ensure that their tax matters are compliant on CSD. Failure to update Tax Status on CSD will lead to disqualification.
- 14.3 Each party to a Joint Venture/Consortium must ensure that their tax matters are compliant before the closing date and time of bid.

15. CENTRAL SUPPLIERS DATABASE (CSD)

- 15.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 15.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 15.3 A full CSD Report must be attached to the bid document.

16. JOINT VENTURES/CONSORTIUM

- 16.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
- 16.2 Parties to the JV/Consortium must all sign the JV Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 16.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:-
 - 16.3.1 Bank account to be used for the purpose of this Bid or Contract.
 - 16.3.2 authorized representative and signatory.
 - 16.3.3 Authorized letterhead, address, etc.

17. COMPLETENESS OF THE BID DOCUMENT

- 17.1 The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures should be appended where required and documents called for should be submitted.

18. SUBMISSION OF BIDS

- 18.1 Bids are to be submitted to the offices of the Department of Education, ground floor entrance, 228 Pietermaritz Street, Pietermaritzburg before 11:00am. All bids are to be deposited in the bid box situated at the reception area. Late bids will not be accepted.
- 18.2 Documents submitted by Bidders will not be returned.

19. EXPENSES INCURRED IN PREPARATION OF BIDS

- 19.1 The department will not be responsible for any expenses or losses which the bidder may incur in the preparation and submission of this bid.

20. COMPUTERIZED BID DOCUMENTS

- 20.1 Submission of reproduced computer printouts or faxed bid documents will not be accepted.

21. LATE BIDS

- 21.1 Bids are late if they are received at the address indicated in the bid document after the closing time.
- 21.2 The Bid box will be sealed off at 11:00am and Bidders are therefore advised to ensure that Bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the Bid.
- 21.3 Late Bids shall not be considered.

22. NOTIFICATION OF AWARD OF BID

- 22.1 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the department.
- 22.2 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.
- 22.3 The publication of an intention to award will be advertised in the same media as the invitation to bid.

23. CONTRACT AND SERVICE LEVEL AGREEMENT

- 23.1 The successful bidder will be required to sign SBD 7.1 - Contract form of the bid document with the KwaZulu-Natal Department of Education.
- 23.2 The bid document constitutes a legal document and a binding contract.
- 23.3 Where necessary the Department may request a Service Level Agreement to be signed.

24. QUERIES FROM THE BIDDERS

- 24.1 Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **22 November 2022**.
Ms Nozizwe Makaula at nozizwe.makaula@kzndoe.gov.za
Ms Thandazile Thusi at Thandazile.thusi@kzndoe.gov.za
- 24.2 Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

25. COMMUNICATION, MEDIA RELEASES, ETC

- 25.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, cause any statement or advertisement to be printed screened or aired by the media.

26. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 26.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:
- 26.1.1 at the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;
- 26.1.2 at the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
- 26.1.3 contravention of paragraph 26.1.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

27. UNDERTAKING

- 27.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, it's:-
- 27.1.1 Directors, shareholdings, membership and/or management;
- 27.1.2 Constitution, memorandum and/or articles;
- 27.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 27.1.4 HDI, BEE and/or SMME status;
- 27.1.5 Locality of principle place of business, branch offices and/or warehouses;
- 27.1.6 Any changes ancillary to the above;
- 27.2 The Contractor undertakes, where possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 27.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, *inter alia*, the following:-
- 27.3.1 Directors, shareholdings, membership and/or management; trustees;
- 27.3.2 Constitution, memorandum and/or articles; trustee;
- 27.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 27.3.4 HDI, BEE and/or SMME status;
- 27.3.5 Locality of principle place of business, branch offices and/or warehouses;
- 27.3.6 Any changes ancillary to the above;
- 27.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 27.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of it's directors, members, partners, service providers, subcontractors or managers:-
- 27.5.1 has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;

- 27.5.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
- 27.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
- 27.5.4 has died or ceased to exist;
- 27.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
- 27.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 27.5.7 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies:-
- 27.5.8 immediately cancel the contract;
- 27.5.9 revisit the contract and issue directives with regard to the remaining term of the contract;
- 27.5.10 engage the services of other parties and service providers;
- 27.5.11 engage the service of the next favourable bidder;
- 27.5.12 exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- 27.5.13 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 27.5.14 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 27.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

28. CESSION OF BID

- 28.1 Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department of Education in conjunction with the KZN Provincial Treasury.

29. CANCELLATION

- 29.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

30. PHYSICAL VERIFICATION

- 30.1 Site visits shall be conducted by departmental officials to confirm existence of warehouse and to verify capacity as part of the evaluation process. The bidder must provide the physical address of their manufacturing facility in the box provided under Clause 8 of these Special Terms and Conditions. Non-compliance will lead to disqualification.

31. SUB-CONTRACTING

- 31.1 Sub-Contracting a minimum of 30% of the contract to:-
 - i. an EME or QSE which is at least 51% owned by black people; or
 - viii. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships; or
 - ix. a cooperative which is at least 51% owned by black people; or
 - x. an EME or QSE which is at least 51% owned by black people who are military veterans; as per the provisions of section 4(1) (a) and (c) of the PPPFA Regulations, 2017.
- 31.2 The Central Suppliers Database must be utilized to identify sub-contractors. The onus to verify capacity of sub-contractors to execute the work to be undertaken rests with the bidder.

- 31.3 The bidder must have sub-contractors and the following details of all sub-contractors must be submitted with the bid:
- (i) Company Name
 - (ii) CSD Number (MAAA number)
 - (iii) Sworn affidavit / BBBEE certificate
 - (iv) Tax Compliance Pin
 - (v) Company contact person
 - (vi) Address
 - (vii) Contact number
 - (viii) Ownership status (as per 31.1 above)
- 31.4 Should a bidder change a sub-contractor, the main contractor must notify the department.
- 31.5 Sub-contractors must be tax compliant and supply the Department with their tax compliance pin. Should a sub-contractor be non-compliant with tax matters, they will be given reasonable time to rectify the tax compliance situation.
- 31.6 The main bidder must declare confirmation of sub-contracting in SBD 6.1.
- 31.7 Failure to comply with any of the above will lead to disqualification.

32. **EVALUATION CRITERIA**

The evaluation process of this bid consists of the following steps.

32.1 Step 1 – Prequalifying Criteria

Check and verify compliance with the Prequalification Criteria viz. BBBEE Level 1 and sub-contracting of a minimum of 30% of the contract to:

- i. an EME or QSE which is at least 51% owned by black people;
- xi. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
- xii. a cooperative which is at least 51% owned by black people;
- xiii. an EME or QSE which is at least 51% owned by black people who are military veterans; as per the provisions of section 4(1) (a) and (c) of the PPPFA Regulations, 2017.

An original or certified copy of a valid sworn affidavit or BBBEE certificate together with a list of subcontractors as per the Special Terms and Conditions of this bid must be submitted with the bid. Failure to comply with the above will lead to disqualification.

32.2 Step 2 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute Step 2 will lead to disqualification.

The following documentation must be completed, each page initialed and stamped where required and submitted at time of closing of the bid:

Standard Bid Documents	
Part A	Invitation to Bid
Part B	Terms and Conditions for bidding
Section A	Special instructions regarding completion of bid
Section B	Registration on central suppliers' database
Section C	Declaration that Information on Central Suppliers Database is correct and up to date
Section E	Pricing schedule (SBD 3.1)
Section F	Bidder's Disclosure (SBD 4)
Section H	Preference Points Claim form (SBD 6.1)

Section K	General Conditions of Contract
Section L	Special Conditions of Contract
Section M	Authority to sign a bid
Section N	Terms of Reference
Section O	Certificate of Compliance with Bid Documentation
Section P	Past / Current Contracts

32.3 Step 3 – Submission of Schedules (Supporting Documents)

Check and verify the submission of original or certified copies of supporting documents. Copies must be eligible and certification should not be older than 3 months. Failure to submit any of the required supporting documents or submission of non-compliant supporting documents listed in the table below will lead to disqualification.

Schedules / Supporting Documents	
SCHEDULE 1	Full CSD report not older than 1 month
SCHEDULE 2	An original or certified copy of a resolution as per Section M
SCHEDULE 3	Proof of physical address for business premises
SCHEDULE 4	Detailed project plan with timelines
SCHEDULE 5	Company Profile with Organogram
SCHEDULE 6	A valid Occupational Health and Safety Compliance Certificate supported by an Audit Summary Report issued by a registered health and safety institute
SCHEDULE 7	A valid letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA)
SCHEDULE 8	Service certificate for fire extinguishers and/or proof of service in the last 6 months
SCHEDULE 9	Proof of service for generator in the last 6 months
SCHEDULE 10	A valid Service Level Agreement for Biometrics and CCTV cameras
SCHEDULE 11	Proof of purchase or certified copies of licence/s for hysters and/or fork lifts or Asset Register
SCHEDULE 12	CVs and certified competence certificates for fork lift operators and hyster drivers
SCHEDULE 13	List of Sub-Contractors sourced from CSD

32.4 Step 4 – Physical Verification

Physical verification of business premises for bidders who comply with Step 1, Step 2 and Step 3.

Failure to comply with the above will lead to disqualification from further evaluation.

32.5 Step 5 -Functionality

Bidders who comply with Step1, Step 2, Step 3 and Step 4 of the evaluation Criteria will be scored on the functionality criteria tabled below.

32.6 Step 6 - Preferential Point Evaluation

This bid will be evaluated using the 90/10 preference point system.

STEP 5: FUNCTIONALITY

CRITERIA	WEIGHT 180	SCORING	MEANS OF VERIFICATION
<p align="center">1. Company Experience</p>	<p align="center">(15)</p>	<p>Provide reference letter(s) indicating number of years of successfully completed LTSM related or similar projects which reflect experience in End-to-End project management services in the procurement and distribution of LTSM related or similar goods.</p> <p>a) More than 10 years (15 points) b) 5 to 10 years (8 points) c) Less than 5 years or failure to submit relevant experience (0 Points)</p>	<p>Reference letters indicating LTSM-related or similar projects successfully completed</p> <p>Reference letters must be on letter heads, signed and must include contactable details of the references.</p>
<p align="center">2. Physical Infrastructure Capacity</p>	<p align="center">(20)</p>	<p>a. Proof of ownership of Warehouse facility with a minimum of 12 000 m² square meters or proof of leasing (5)</p> <p>b. Floor plan with clear demarcations showing outlined systems to receive, store and dispatch materials (5)</p> <p>c. Proof of warehouse and content full comprehensive insurance or quotation of R 500 Million not older than 3 months(5)</p> <p>d. Occupational Health and Safety (OHS) compliant certificate (5)</p> <p>Failure to score maximum points on (a) and (c) will lead to disqualification</p>	<p>a. A title deed or a valid lease agreement signed by both parties as confirmation of the warehouse facility based on the requirements listed</p> <p>b. Floor plan drawing outlining process flow</p> <p>c. Proof of full comprehensive insurance cover or quotation for both warehouse and contents</p> <p>d. Valid OHS compliant certificate</p>

CRITERIA	WEIGHT 180	SCORING	MEANS OF VERIFICATION
<p>3. Capacity for Transportation and Distribution</p>	<p>(35)</p>	<p>a. Submission of a detailed plan for vehicles and distribution model based on geographic location of sites for delivery which promotes local EME or QSE distributors (15)</p> <p>b. List of Owned Vehicles and/or proof of leasing for leased vehicles with valid Roadworthy Certificates to be provided for all vehicles (5)</p> <p>c. For subcontracting portion to local EME's or QSE's in distribution / transportation of goods and proof of vehicles (owned or leased) (10)</p> <p>d. Submit the bidder's Proof of Goods in Transit Insurance Cover or quotation that is not older than 3 months for at least R 100 million (5)</p>	<p>a. Detailed plan for transportation and distribution method (distribution model)</p> <p>b. Log books and/or valid lease agreement signed by both parties</p> <p>c. A list of a minimum of 12 local EME's or QSE's and Log books and/or valid lease agreement signed by both parties</p> <p>d. Certified copy of insurance document from a reputable and registered financial institution or a quotation that is not older than 3 months for at least R 100 million</p>

<p style="text-align: center;">4. Detailed project plan with timelines</p>	<p style="text-align: center;">(88)</p>	<p>Submission of a detailed project plan with timelines for the following Projects: Textbooks; Stationery; Grade R & Pre Grade R LTSM; LSEN Assistive Devices; ELITS Library Books; E-LTSM; Supplementary LTSM; Classroom Furniture and Equipment that demonstrates the milestones (time, resources, systems, risk management, quality assurance, etc) for the end-to-end value chain including the following:</p> <p>a) Data Management (10) Describe processes and management of:-</p> <ul style="list-style-type: none"> • Learner enrolments (3) • School budgets (2) • Item specifications (2) • Cataloguing (3) <p>b) Requisitioning and Ordering (10)</p> <ul style="list-style-type: none"> • Describe Requisition Drive (3) • Screen Shot of a system-generated Top-up Requisition form template (for textbooks) (2) • Description of Data Capture and Verification process (3) • Ordering Process (2) <p>c) Warehousing (10)</p> <ul style="list-style-type: none"> • Describe receiving and checking process (4) • Explain binning process (3) • Describe quality assurance in picking and packing process (3) <p>d) Distribution (10)</p> <ul style="list-style-type: none"> • Describe dispatching process (3) • Describe distribution model (4) • Explain distribution risk strategy (3) <p>e) Retrieval and Assessment (30)</p> <ul style="list-style-type: none"> • Describe Retrieval & Assessment Process (4) • Describe Repair and Replenishment Process (4) • Explain LTSM Asset Management Process and Controls (4) • Explain the management of textbook inventories (4) • Describe the management of retrieval and retention data (4) 	<p style="text-align: center;">Detailed project plans with timelines</p>
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CRITERIA	WEIGHT 180	SCORING	MEANS OF VERIFICATION
		<ul style="list-style-type: none"> • Screen Shot of a system-generated Retention & Retrieval form template (2) • Screen Shot of a system-generated Inventory Template (2) • Screen Shot of a system-generated Disposal List Template (2) <p>f) Textbook Coverage (10)</p> <ul style="list-style-type: none"> • Indicate process to manage school-based procurement data (3) • Indicate method of analysis of cost-effectiveness of procurement(3) • Explain strategy for engaging with schooling communities and society on preservation of LTSM (4) <p>g) Database of Suppliers (4)</p> <ul style="list-style-type: none"> • List of suppliers per LTSM category • Proof of agreements/SLAs with suppliers <p>h) Access to e-tools and e-platforms (4)</p> <ul style="list-style-type: none"> • Describe remote or off site access for departmental officials outside of government network • Screenshots of system <p>Service Providers are expected to provide a detailed description on all of the items listed above. Failure to respond on any aspect shall render a zero score (0) in that respective category.</p> <p>Failure to score a minimum of 70 points will lead to disqualification</p>	

CRITERIA	WEIGHT 180	SCORING	MEANS OF VERIFICATION
<p>5. Human Resources</p>	<p>(22)</p>	<p>Submit CVs and Certified copies of Certificates as proof of skills and qualifications for a minimum of three (3) general managers; a minimum of five (5) project managers and for each support staff.</p> <p>Failure to score full 16 points for a) and b) will lead to disqualification</p> <p>Minimum of 3 points for support staff</p>	<p>a. General Managers (6 points) Availability of managerial experience in the following fields:- Finance; Supply Chain Management; Information Technology; Warehousing Management; Logistics, Assets & Disposal Management; Human Resources Management; Administration Management. (6 points)</p> <p>b. Project Managers (10 points) Availability of a minimum of five Project Managers with five years or more LTSM related or similar experience and relevant qualifications in project management. (10 points)</p> <p>c. Support Staff (6 points) Availability of sixty or more support staff with at least two years or more experience. 60 or more (6 points) 50 – 59 (3 points) 0 – 49 (0 points)</p>
<p>Minimum Score = 136</p>			

SECTION M

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.....

2.....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.....

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION N

SPECIFICATION AND TERMS OF REFERENCE

1. BACKGROUND

- 1.1. The KwaZulu-Natal Department of Education is responsible for the provision of learning and teaching support material (LTSM) to approximately 5 796 public ordinary schools; 80 LSEN schools and 3381 Early Childhood Development (ECD) sites. The KwaZulu-Natal Department is constitutionally mandated in terms of the Bill of Rights, chapter 2, clauses 28(2) and 29(1) to grant access to quality education to learners in these institutions of learning and the provision of quality LTSM forms part of this mandate.
- 1.2. This mandate is met in line with the applicable legislative framework, including but not limited to The South Africa Schools Act No 84 of 1996 (SASA) and the Public Finance Management Act No 1 of 1999 (PFMA). Amongst other obligations, the PFMA requires that the Head of Department (HOD) ensure effective, efficient and transparent systems of financial and risk management and internal control; an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective; effective, efficient, economical and transparent use of the resources of the department; appropriate steps to prevent unauthorised, irregular and fruitless and wasteful expenditure; the management, including the safe-guarding and the maintenance of the assets, and before transferring any funds must render the transfer of the funds subject to conditions and remedial measures requiring the entity to establish and implement effective, efficient and transparent financial management and internal control systems; must enforce compliance with any prescribed conditions if the department gives financial assistance to any entity or person.
- 1.3. In regard to the latter, whilst the Department has delegated powers to 2708 schools to purchase LTSM for the school in terms of section 21(1)(c) of SASA, it is still responsible to ensure accountability in terms of the PFMA. These schools (Section 21c schools) must comply with guidelines and directives issued by the Department. Alternatively, these schools may opt for central procurement or may be compelled to do so due to non-compliance.
- 1.4. It is mandatory for the remaining schools, hereinafter referred to as “non-Section 21c schools”, to purchase LTSM through the Department’s central purchasing structures.
- 1.5. As the Department is responsible to ensure LTSM coverage to learners at all schools, irrespective of whether they are S21c or not, the scope of this bid shall extend to ALL public schools including but not limited to the printing of catalogues, tracking of textbook requirements; orders; deliveries and management of inventories, retention and retrieval of textbooks and asset management; repairs and replenishment for e-Gadgets; furniture and equipment.

- 1.6. The brief of the Head of Department is to ensure that his responsibilities are carried out in terms of the PFMA especially in the current economically challenging period. To this end, the Department is placing emphasis on strengthening activities and engagement to restore; repair; preserve and conduct advocacy to obtain maximum benefit from new as well as existing LTSM. Much focus is therefore fixed on giving support to schools for enhanced retrieval of textbooks; proper reporting on deliverables of school-based and central purchasing; efficient inventory management for textbooks; furniture and equipment; repairing of existing furniture and equipment and support to schooling communities to be part of this ethos.
- 1.7. The Department is committed to fostering social responsibility of education as a process whereby the whole schooling community transmits to the next generation appropriate values, traditions, skills and cultural norms. Service learning promotes good deeds and academic success.

2. PROJECT BRIEF

2.1 The appointed service provider (s) is expected to render Project Management services in the procurement of the following to schools without section 21.1c function, selected or prioritized schools with section 21.1c function, LSEN schools, Grade R and Pre-Grade R schools/sites in the twelve (12) KZNDoe Districts:

- Information Technology Services Management (ITSM),
- e-Learning Teaching Support Material (e-LTSM)
- Software (E-books, E-content) and Hardware
- Learners with Special Education Needs (LSEN) assistive devices
- Supplementary LTSM,
- Textbooks (Core textbooks),
- Stationery,
- Library resources,
- School laboratory resources,
- Learner furniture (including teacher classroom furniture),
- PAT (Practical Assessment Task) furniture, equipment and supplies

2.2 The appointed service provider(s) will be expected to provide end to end procurement of LTSM, eLTSM and ITSM, Supplementary LTSM; Library Resources; Stationery and learning and teaching furniture and equipment. The provision of resources is determined annually based on the available budget and the needs of each school. The appointed service provider (s) is also expected to package and distribute supplementary equipment and any other resources required by schools and institutions of learning.

- 2.3. The appointed service provider (s) will be expected to procure and warehouse e-LTSM, procure and warehouse LTSM including supplementary LTSM, library resources; LSEN assistive devices, textbooks, stationery, learning and teaching furniture and equipment and distribute to KZN institutions. The central procurement and distribution of LTSM to schools involves management and handling of high volumes of material. It requires sufficient floor space at the warehouse for purposes of receiving, de-bulking and packaging of material in preparation for distribution to schools. All procurement projects (Textbooks, Stationery, Grade R / Pre-Grade R Resources, LSEN Assistive Learning Devices, e-LTSM, LTSM; supplementary materials; learning and teaching furniture and equipment, Library resources should be completed and fully reported on to the Department by 30 November of each year. By 30 November all possible errors in distribution, back orders should be corrected and outstanding material fully distributed to schools. All procurement projects should start in March/April of each year to ensure completion by 30 November in preparation for the following academic year.
- 2.4. The procurement of LTSM by Section 21c schools run from April/May to November of each year and the appointed service provider(s) will be expected to provide desktop monitoring of the schools' procurement and receipt of core LTSM such as textbooks and stationery and provide analysis and reports on LTSM readiness at Section 21c schools.
- 2.5. The management of textbook inventories; retrieval and retention data shall be performed throughout the year, with key focus in the period November to 28th February of the following year, where the service provider(s) will be expected to solicit annual retrieval and retention data from all public ordinary schools; analyze data and produce reports for interventions at schools to increase the textbook retention rates. The service provider(s) will also be expected to provide project management services in mentoring schooling communities including teachers; learners and parents of learners on the importance of the preservation of LTSM to increase life-span in the system.
- 2.6. The service provider(s) will be expected to provide end to end project management service and procurement agency services in the procurement; replenishment and refurbishment of e-LTSM devices, furniture and equipment to ensure that the Department upholds its mandate

to make LTSM progressively available to learners within stringent financial constraints. The service provider shall provide technical support and maintenance on e-LTSM and ITSM directly to schools and the provision of IT support to schools as and when required. The service shall include the tracking, retrieval, repairing, refreshing and replacing of devices. The appointed service provider(s) will also be expected to conduct advocacy training on the utilization of IT resources where applicable.

- 2.7. The service provider(s) will be expected to provide project management services for the secure and timeous distribution of LTSM to schools and institutions of learning by employing and managing local distributors in a bid to further the objectives of the KwaZulu-Natal Growth and Development Strategy in creating local employment and promoting SMME's.
- 2.8. The service provider(s) will be expected to provide the scope of work by providing efficient, seamless electronic tools to manage data resource management, record keeping; resource monitoring; resource tracking and reporting responsibilities.

3. **SCOPE OF WORK**

As indicated above, the service provider(s) will be expected to provide end to end project management solutions for procurement including packaging, storage, repairing; replenishing; tracking and distribution of all LTSM and e-LTSM resources as well as system and data management with record keeping and reporting responsibilities.

3.1. Procurement: - LTSM

- a. Procure and deliver textbooks based on the approved National Catalogue for Grades R – 12 as well as Pre-Grade R material as approved by the Department.
- b. Procure and deliver Teacher Stationery and Learner Stationery Packs for Grades R-12 as well as for pre-grade R as approved by the Department and which shall be subject to change and as when the Department deems necessary.
- c. Procure and deliver supplementary Learning and Teaching Support Material outside the approved core textbooks (study guides, simulations, videos, exam solutions, assistive devices, career guidance material, library books, e-library services; Maths Science and Technology related consumables/equipment, classroom furniture and equipment; HIV/AIDS & ECD related material).
- d. Procure printing services for State-Owned LTSM (textbooks; curriculum guides; study guides) and deliver to schools and other institutions of learning.
- e. Procure and deliver resources (indoor and outdoor) including the installation of outdoor equipment for ECD in schools and ECD Centres.
- f. Procure and deliver PAT consumable resources for all PAT subjects
- g. Procure and deliver e-LTSM-ICT devices as per specifications provided by the Department from time to time that should include complete tracking, recovery and replacement solutions/software as part of the procurement of:
 - I. teacher solutions tablet devices/laptops
 - II. learner solution tablet devices/laptops
 - III. classroom solution LED/ interactive boards, servers and connectivity devices, and
 - IV. Any other forms of ICT devices as directed by Department
- h. Procure ICT consumables and accessories, which could include Laptop/tablet chargers, tablet device covers, LED Boards pens or services, etc.
- i. Manage the installations of ICT devices to schools in collaboration with the Department and relevant suppliers, and keep relevant documentation in this regard i.e. PODs, Asset Registers, Warranties, etc.
- k. Collaborate with the DEPARTMENT on the development of ICT Utilization training material and avail it to schools, train the end-user (teachers, learners and DEPARTMENT officials) on effective ways to utilize and manage the provided ICT Tools. Collaborate with the DEPARTMENT to Develop and or update the ICT Framework that are aimed towards the sustainability of the DEPARTMENT ICT Programme by ensuring standardization, acceptable pricing model for ICT Tools (devices, e-Content, connectivity) and accommodative to new ICT innovations.

- I. Catering for the repair/replacement of damaged Devices and Software Licenses

3.2 Packaging:

- a. Picking and packaging of textbooks per grade per subject for each school (through the use of schools' distribution list)
- b. Picking and packaging of supplementary resources per grade and per subject for each school.
- c. Picking and Packaging of stationery and resource tools for teachers for each school.
- d. Packaging stationery for learner stationery packs for Grade R-12 and pre-grade R as per specification.
- e. Correct Labelling and Packaging of PAT Consumable Resources; PAT furniture and equipment and classroom furniture and equipment per school
- f. Packaging of new/replaced/retrieved and repaired ICT devices per school
- g. Generate asset and stock registers
- h. Packaging of equipment and resources for ECD and pre-Grade R

3.3 Warehousing Activities:

- a. Provide dedicated storage for new e-LTSM devices, LTSM textbooks, supplementary material, stationery, and resource tools.
- b. Provide dedicated storage for e-LTSM devices (for refreshing and repair of tablets/laptops) as well as safekeeping in cases where schools require the latter service.
- c. Provide storage for retrieved e-LTSM devices, furniture and equipment - for repair, refurbishment and replenishment
- d. There must be dedicated workstations for picking and packaging of LTSM and ICT devices
- e. Visible demarcation between LTSM & e-LTSM Warehouse Requirements
- f. Provide a floor plan with clear demarcations for workstations
- g. There must be electronic and physical security at the warehouse premises (e.g biometrics and/or fire extinguishers, etc).
- h. Provide proof of ownership or lease agreement (if outsourcing) to lease the warehouse facility that is a minimum of 12 000m² in size.
- i. The warehouse and its contents must have a full comprehensive insurance cover. Proof of insurance or a quotation not older than 3 months must be submitted with the bid.
- j. Clear outlined systems to receive, store, dispatch materials and equipment that will be utilized.

- k. Workstations available for evaluation of PAT consumables prior to being dispatched to schools
- l. Proof of Occupational Health and Safety Compliance Certificate (Valid and authentic and issued by the relevant body/Dpt. Of Labour) must be submitted with the bid.

3.4 Distribution and Tracking

- a. Distribute all LTSM and e-LTSM resources to school(s) and ECD centres (new; retrieved and repaired)
- b. Track and monitor the delivery of LTSM & e-LTSM and ITSM resources to schools
- c. Manage the provision of logistics related to loading and transportation of the procured resources
- d. Manage the provision of logistics related to loading and transportation of the repaired and refurbished resources
- e. Ensure that all goods in transit from warehouse to schools and ECD centres are adequately insured.
- f. Prepare schedules for delivery and/or installation of resources to schools.
- g. Installation of classroom ICT devices in the identified schools
- h. Inform the respective directorates with regard to the delivery especially PAT consumables for the final PAT examination
- i. Distribution of supplementary equipment and resources required by schools and institutions of learning.

3.5 Retrieval and Assessment

- a. Retrieval of damaged learner and teacher devices; e-LTSM accessories, furniture and equipment.
- b. Assess, Repair and replace ICT devices; furniture and equipment including:-
 - (i) Inspecting of condition of ICT devices, furniture and equipment as reported by schools
 - (ii) Assessing repair cost feasibilities and making recommendations to the Departmental Asset Management authorities
 - (iii) Maintaining records and audit trail of written off stock
 - (iv) Overseeing repairs and refurbishment of damaged stock with proper controls for stock custodianship
 - (v) Maintaining age analysis of stock under rehabilitation
 - (vi) Maintaining proper records of stock movement under rehabilitation

- (vii) Recommending of replenishment of written off stock
- (viii) Maintaining records and evidence for Departmental Disposal Committees
- (ix) Updating and maintaining school stock inventories for all written-off; repaired and replenished ICT devices, furniture and equipment
- c. Track the retrieval of textbooks loaned to learners including:-
 - (i) Soliciting of data from schools on losses and damages to textbooks
 - (ii) Analysing loss and damage data and assisting schools with Disposal and Write-Off Lists for the Departmental Asset Management authorities
 - (iii) Updating and maintaining school stock inventories for all lost and damaged textbooks

3.6 Textbook and Stationery Coverage

- a. Maintain and analyse textbook and stationery learner coverage data including:-
 - (i) Maintaining of electronic textbook inventory database
 - (ii) Developing of inventory-based data to manage topping-up of textbooks
 - (iii) Analysis of quotations from school-based purchases to determine cost-effectiveness
 - (iv) Analysis of invoices from school-based purchases to determine correctness of deliveries
 - (v) Analysis of progress of deliveries to ascertain levels of learner accessibility to textbooks and stationery
- b. Collaborating with Education Districts and Circuits on conducting of advocacy training to schools on best practice the procurement; storage; distribution; retrieval and retention of textbooks.
- c. Provide assistance and support the Departmental effort engage with the schooling community (school principals; teachers; learners; school governing bodies; parents of learners and society in general) to foster a progressive and inclusive culture towards the preservation of LTSM in the schooling system.

3.7 Electronic Tool and Reporting

- 3.7.1 The service provider will be expected to have an electronic tool(s) which will be used to manage the whole process. The Department must have full unrestricted access to the system for monitoring and reporting purposes. The functioning of electronic tool will be verified and tested during the site inspection. The electronic tool shall manage, inter-alia:-
 - (i) LTSM cataloguing;
 - (ii) LTSM bulk requisition capture
 - (iii) Learner data
 - (iv) Budget tracking;

- (v) Consolidation of Bulk Orders and Publisher orders;
- (vi) Tracking of deliveries;
- (vii) School-Based Procurement and Delivery Capture and Analysis
- (viii) Inventories for write-offs; replenishments and repairs for LTSM
- (ix) Generate LTSM related asset and stock registers to enhance asset management by the relevant institutions
- (x) Spending patterns at various levels (Provincial; District; Circuit; School; Project)
- (xi) An on-line portal for Departmental monitoring of the progress of LTSM Projects
- (xii) Manage the monitoring and tracking of orders and deliveries of all LTSM and LTSM services
- (xiii) Assist DEPARTMENT in implementing project management principles, practices, methodologies, processes tools and techniques.

3.7.2. The provision of electronic reports for the service required and its ability to deliver key services is compulsory as per specifications provided below.

3.7.2.1 Catalogue, Data information and Reporting

- (i) Catalogue items as determined and approved by the Department.
- (ii) Capturing of enrolment per grade and school against items ordered.
- (iii) Analysis of catalogue distribution at various levels that is Ward, Circuit, District, and school levels.

3.7.2.2 Requisition information and Reporting

- (i) Top-Up Requisition Template for schools to input requisition quantities
- (ii) On-time Analysis of requisition submission per school
- (iii) Quality assurance on requisition errors and corrections
- (iv) Requisition detail against learner-textbook coverage
- (v) Provincial requisition detail on per-item spend.

3.7.2.3 ICT Reporting

- (i) Item level purchase reports, per project
- (ii) Equipment deployment and Installation Reports
- (iii) Testing and Training Reports
- (iv) Utilisation Reports

3.7.2.4 Retrieval; Repair; Replenish and Distribution (RRRD) Reporting

- (i) Real time reporting with schools on the RRRD Process
- (ii) Age analysis report on the RRRD Process
- (iii) Retrieval Report
- (iv) Repair Report
- (v) Replenishment Report
- (vi) Disposal Report
- (vii) Inventory Report

3.7.2.5 Textbook Retrieval and Retention; Coverage and Inventory Reporting

- (i) Periodic electronic inventory per school.
- (ii) Coverage data per subject per grade for each school duly consolidated to District and Provincial levels
- (iii) Coverage patterns; gap analysis and cost implications for coverage scenarios
- (iv) Retention and Retrieval Templates for schools to input losses and damages
- (v) Loss and Damage Report
- (vi) Inventory Report indicating annual top-up and losses and damages
- (vii) Disposal and Write-Off Reports
- (viii) Item-detail Inventory Report per School
- (ix) Item-detail Report on school-based purchasing Quotation Data
- (x) Item-detail Report on school-based Invoice and delivery Data
- (xi) Item-detail comparative analysis on school-based Quotation Data versus Invoice Data
- (xii) Analytical reports on inventory data; loss and damage data and purchasing data to guide interventions on advocacy training of schooling communities on governance and management; product knowledge; preservation of LTSM and societal buy-in for progressive management of school resources.

3.7.2.6 Financial Information and Reporting

- (i) Capturing of budgets per school.
- (ii) Indicate spending patterns when budgets are exhausted by way of reports that are on time.
- (iii) Consolidation of financial information at various levels that is schools, Ward, Circuit and District.
- (iv) Provide spend analysis at various levels.

3.7.2.7 Delivery Status Reports

- (i) Delivery status of LTSM items at school level for central purchases
- (ii) Delivery status of LTSM items retrieved and repaired, at school level
- (iii) School-Level Quotation Report for school-based purchases
- (iv) School-Level Order Report for school-based purchases
- (v) School-Level Invoice Report for school-based purchases
- (vi) Consolidated output (school-based and central purchases) on deliveries versus orders, quarterly and as at the first school day of each year
- (vii) Records on proof of deliveries (hyperlinked to delivery reports)

3.7.2.8 Periodic Management and Operational Reports

- (i) Periodic Project Management Reports
- (ii) Monthly and Quarterly Performance Management Reports
- (iii) Monthly Debtors and Creditors Reports
- (iv) Project Close-Off Reports

3.8 Personnel Experience and Qualifications

- (i) Availability of a minimum of seven Managers with five years or more experience to provide end to end project management solutions for procurement of all LTSM and e-LTSM. The managers must also have appropriate qualifications (Minimum National Diploma NQF Level 6) in the disciplines of Finance; Supply Chain Management; Information Technology; Warehousing Management; Logistics, Assets and Disposal Management; Human Resource Management and Administration Management.
- (ii) Availability of sixty or more support staff with warehousing and distribution experience of not less than two years. Proof of experience with contactable references must be submitted with the bid.

SECTION O

Certificate of Compliance with Bid Documentation

It is certified that I/We

(Name of bidding entity)

- 1) have read through and fully understood all the requirements of the Bid Documents and any other associated documents.
- 2) am/are willing to submit the Bid based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Bid document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

NAME AND SURNAME IN BLOCK LETTERS: _____

(Duly authorized)

DESIGNATION: _____

SIGNATURE: _____

DATE: _____

COMPANY STAMP

SECTION P

PAST / CURRENT EXPERIENCE

A schedule reflecting the number of bids or contracts secured by the Bidding entity and/or their individual Directors, members, trustees and partners.

No.	Name of Client	Description of Goods or Services	Contract Value	Start Date	End Date	Contact Person	Telephone No of Contact Person
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

OFFICIAL COMPANY STAMP

.....
Surname and Initials of Representative

.....
Signature