

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBE214	CLOSING DATE:	04 September 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS FOR THE DATA CAPTURING OF THE 2026 SYSTEMIC EVALUATION FOR A PERIOD OF FOUR MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN ENTRANCE / RECEPTION, SOL PLAAJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Mr D Moukangwe	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 3133	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	tenders@dbe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE214

CLOSING DATE : 04 September 2026

TIME : 11:00

Non-compulsory briefing session will be held as follows

DATE : 13 August 2026

VENUE : Microsoft Teams

TIME : 10:00 until 11:00

CONTACT PERSON : Ms Nthabiseng Metula

TEL : (012) 357 3134

The Department of Basic Education (DBE) will hold a non-compulsory virtual briefing session on the date and time as published. Bidders who wish to attend are advised to join the session using the link provided. Microsoft Teams meeting

Join:<https://teams.microsoft.com/meet/369072952664516?p=68WO3adbhlZDJ2aiA7>

Meeting ID: 369 072 952 664 516

Passcode: qP2VX69b

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: DBE214
Closing Time: 11:00	Closing date: 04 September 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
		Appointment of a service provider or consortium of service providers for the data capturing of the 2026 Systemic Evaluation for a period of four months. Refer to paragraph 7.1.1 of the Terms of Reference.	R.....
-	Required by:	.....	
-	At:	.....	
			
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/not firm
-	Delivery basis	.....	

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

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



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS FOR THE DATA CAPTURING OF THE 2026 SYSTEMIC EVALUATION FOR A PERIOD OF FOUR MONTHS

1. AIM

To appoint a suitable service provider or a Consortium of Service Providers for the data capturing of the 2026 Systemic Evaluation over the period of four months.

2. BACKGROUND

The Study is a triennial systemic evaluation that will be conducted on a sample of Grade 3, 6 and 9 learners in a nationally representative sample of schools, in a subset of schools for Whole School Evaluation (WSE) and in a purposeful selection of districts. The purpose of this evaluation is to monitor learner trends and report on the quality of learning outcomes, considering both in-school and out-of-school factors that influence learner performance. To understand these factors, the assessment of learners will be complemented by an evaluation of schools and districts.

The intended outcome of South African Systemic Evaluation (SASE) is to provide a comprehensive account of learner and system performance at key stages and grades, which can be used to:

- (a) monitor system-level performance trends in local and national contexts;
- (b) monitor trends in learner performance at Grades 3, 6 and 9;
- (c) strengthen the implementation of policies directed at improving learner performance;
- (d) inform educational policies and programmes;
- (e) identify any areas and factors that enable or constrain performance; and
- (f) obtain important information about the system and school contexts.

It is envisaged that approximately 196 880 learners in mainstream schools, 1 080 Braille users and 1 080 Sign Language users in Grades 3, 6 and 9 will write the Language and Mathematics tests in the sampled schools (see Table 1A, 1B and 1C). The results of these learners will be reported to the public by the DBE. The participation rate of students will be based on class size and the number of learners present on the evaluation days.

Table 1A: Approximate number of schools for the mainstream

Grade	Learners (± 40 per school)
3	1 688 schools $\times$ 40 learners per class = 67 520
6	1 614 schools $\times$ 40 learners per class = 64 560
6 (MTbBE PRINCIPLE)	480 schools $\times$ 40 learners per class = 19 200
9	1 620 schools $\times$ 40 learners per class = 64 800

Table 1B: Approximate number of schools for the Blind (Braille)

Grade	Learners (± 40 per school)
3	9 schools $\times$ 40 learners per class = 360: Braille
6	9 schools $\times$ 40 learners per class = 360: Braille
9	9 schools $\times$ 40 learners per class = 360: Braille

Table 1C: Approximate number of schools for the Deaf (Sign Language)

Grade	Learners (± 40 per school)
3	9 schools $\times$ 40 learners per class = 360: the Deaf
6	9 schools $\times$ 40 learners per class = 360: the Deaf
9	9 schools $\times$ 40 learners per class = 360: the Deaf

The Department of Basic Education (DBE) has appointed an international agency that is an expert in the field of educational research and large-scale assessments to provide technical support on systemic assessments undertaken by the DBE. Their role will be to advise the DBE on all aspects of the study and to quality assure the design processes of the South African Systemic Evaluation (SASE) as well as the validity and credibility of the learner performance and contextual data on behalf of the DBE.

3. SCOPE OF WORK

The DBE requires the services of a competent service provider who will conduct the data capturing of the questionnaires. The service provider/s must be reputable with extensive knowledge of using the software or tools to capture the data, clean the data and submit the data to the DBE. The service provider must have at least two data capturers that can translate braille to text and capture data.

The data capturing, processing, and reporting must be done in a manner that ensures the confidentiality of the test instruments and the credibility of the study. The security of all material is the responsibility of the service provider until it is finally released to the DBE. The code of conduct of staff and contracted workers and confidentiality agreements for all staff used by the service provider must be submitted to the DBE for approval.

The implementation of the data capturing project is divided into three structured phases to ensure systematic execution, accountability, and quality assurance throughout the process.

Phase 1: Setting Up and Procurement

This initial phase focuses on establishing the logistical and operational foundations of the project. It involves securing a suitable venue for storing all assessment instruments, ensuring that materials are organised per grade and per province for efficient retrieval and management. The phase also includes the procurement of essential hardware such as computers and servers to support the data-capturing processes. In parallel, a dedicated venue for data capturing must be identified and equipped with the necessary infrastructure. Recruitment of qualified data capturers and data managers forms a critical component of this phase. The number of data capturers will be determined based on the volume of entries and the duration of the project, with a minimum of 60 capturers to guarantee the timely completion of tasks. These are preparatory activities that are crucial to establishing the operational readiness required for smooth project execution.

Phase 2: Setting Up the Capturing Venue, Training, and Data Capturing

Once the infrastructure is in place, the second phase focuses on capacity building and operational rollout. Data capturers and data managers must undergo comprehensive training to ensure that they are proficient in the use of data capturing software and tools, adhere to data security protocols, and maintain high levels of accuracy. A reliable internet connection must be provided to enable efficient data transmission and real-time reporting. The actual data capturing of instruments will commence during this phase, adhering to established timelines and quality standards. 5% of the achievement scripts for both Mathematics and Language in all grades will be captured twice to ensure consistency and reliability. To ensure accountability and progress monitoring, weekly progress reports must be compiled and submitted to the DBE to track data entry rates, identify challenges, and implement corrective measures promptly.

Phase 3: Data Cleaning and Project Closeout

The final phase centres on data verification, quality assurance, and project closure. A rigorous data cleaning process must be conducted to identify and rectify any inconsistencies, duplications, or missing entries, ensuring the integrity and reliability of the dataset. As part of the quality control measures, 1% of the achievement booklets per grade, per province, per language, for both Reading and Mathematics have to be scanned and submitted to the Department of Basic Education (DBE). This step provides a mechanism for cross-verification. The project will conclude with the compilation of a detailed closeout report, summarising all activities undertaken, highlighting lessons learned, and providing recommendations for future cycles.

Responsibilities for the DBE	Responsibilities of the service provider
• Provide data-capturing software • Train the service provider on the use of the software • Provide the instruments that the service provider will collect from the central point • Monitor and evaluate the data capturing process • Collecting all the captured instruments from the service provider. • Verify the correctness of the submitted scanned documents.	• Provision of the venue for storing instruments • Collect from the central venue • Provision for the venue for data-capturing • Recruitment for data capturers • Training for the data capturers • Recruitment for the data managers • Procurement of computers • Procurement of the server • Provide Wi-Fi • System for recording instruments received from the central point • Repackaging and checking the damaged boxes • System for the movement of scripts during the capturing process • Providing stickers in different colours to differentiate captured and not captured scripts • Determining the number of data capturers in relation to the number of entries and the duration of the contract (Minimum of 60 data capturers) • Capture of instruments • Submission of weekly reports • Data cleaning process • Scanning of 1% of achievement booklets per grade, per province, per language, for both Reading and Mathematics.

3.1 The data-capturing components

The number of instruments that need to be captured are estimated as follows:

Instrument	Number of instruments	Estimated number of entries in a booklet
Achievement booklets for Mathematics	151 200	Grade 3 = 42 Items Grade 6 = 40 items Grade 9 = 40 items
Achievement booklets for Mathematics (Double data entry)	7500	Grade 3 = 42 Items Grade 6 = 40 items Grade 9 = 40 items
Achievement booklets for Reading	151 200	32 items for all grades

Achievement booklets for Reading (Double data entry)	7500	32 items for all grades
Learner questionnaires	151 200	Grade 3 = 103 items Grade 6 = 113 items Grade 9 = 113 items
Mathematics MTbBE principle aligned questionnaires for Grade 6	200 per language (multiply by 10)	Grade 6 = 40 items
Parent Questionnaires	151 200	60 items
Teacher questionnaires	9 844	123 items
School/Principal questionnaires	4 922	215 items
District support questionnaires	126	18 District Directors = 253 items 108 SES and DCESSs = 209 items
Whole School Evaluation questionnaires	247	578 items

4. DELIVERABLES AND TIME FRAMES

The key deliverables must be aligned with the scope of work and the following must be reflected in the detailed work plan. The main activities are summarised in Table 2 below.

Table 2: Expected deliverables and timeframes:

PHASES	DELIVERABLES	QUANTITY	DELIVERABLE TIME FRAME
Phase 1: Setting up and Procurement			
Storage set up	Floor plan indicating how and where the materials per grade per subject will be stored in the storeroom	1 hard copy and 1 soft copy of the plan	10 days after commencement
Setting up the capturing venue	Floor plan of how the computers and the server will be connected	1 hard copy and 1 soft copy of the plan	10 days after commencement
Collection of instruments from the central point	A plan on how the instruments will be collected from the DBE central point	1 hard copy and 1 soft copy of the plan	10 days after commencement
	A template or system outlining how instruments from the DBE central point	1 hard copy of screenshots from the system or hard copy of the template	10 days after commencement

PHASES	DELIVERABLES	QUANTITY	DELIVERABLE TIME FRAME
	will be recorded by province.		
Phase 2: Setting up the capturing venue, training and data capture			
Recruitment of data capturers	A minimum of 60 different appointment letters for all the data captures	1 hard copy of the appointment letter per data capturer	10 days after commencement
Procurement of computers	Proof of ownership and/or lease	1 hard copy	10 days after commencement
Training of data capturers	Attendance registers and programme for the training of data capturers	1 soft copy of the attendance registers and programme for the training of data capturers	15 days after commencement
Capture of Data	A weekly report of the number of instruments captured per grade per subject per province against the record of received instruments A record of the number of scripts that were captured twice for consistency and reliability checking	1 soft copy of the weekly report	15 days after commencement until the end of the third month of the project
Phase 3: Data Cleaning and Project Closeout			
Data Cleaning process	Report on the inconsistencies resolved during data cleaning	1 soft copy of the report on resolved inconsistencies.	Three weeks during the last month of the project
Scanning	Scanned Reading and Mathematics booklets	1% of the Reading and Mathematics booklets per province, distributed equally in all languages	Two weeks during the last month of the project
Closeout Report	Consolidated report on the data capturing process for all phases	1 soft copy of the consolidated report	10 days before the end of the contract period

5. DURATION OF THE PROJECT

The contract for the project is for a period of 4 months. The commencement date will be the day on which the last signing party appends its signature to the Service Level Agreement.

6. NON-COMPULSORY BRIEFING SESSION

The Department of Basic Education (DBE) will hold a non-compulsory virtual briefing session on the date and time as published. Bidders who wish to attend are advised to join the session using the link provided. Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/369072952664516?p=68WO3adbhlZDJ2aiA7>

Meeting ID: 369 072 952 664 516

Passcode: qP2VX69b

7. BIDDING REQUIREMENTS

7.1. Mandatory requirements

The bidders must comply with the following mandatory requirements:

- 7.1.1. The Bidder must provide a total price inclusive of VAT (if applicable) for the project and the price should be fixed for the full duration of the project.
- 7.1.2. Alteration of the Standard Bidding Documents (SBD forms) will lead to disqualification.
- 7.1.3. Bidders must submit (a) company profile(s). In the case of a consortium or a joint venture, a profile of each company must be submitted.
- 7.1.4. The Bidder must submit a work plan.
- 7.1.5 The Bidder must submit at least two CVs for two data capturers that can translate braille to text and capture data.
- 7.1.6 The Bidder must submit proof of ownership/lease agreements, or an official letter of commitment confirming access to a secure storage and workspace facility which is not less than 400 square metres.

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

7.2. Administrative Requirements

- 7.2.1. Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD3.1, SBD4, and SBD6.1). Non-submission of the SBD6.1 form will result in non-allocation of specific goals.
- 7.2.2. In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- 7.2.3. If Bidding as a Consortium or Joint venture, the Consortium or Joint Venture must provide the following information and documents:
 - i. The agreement signed by nominated members of both/ all consortium or joint venture partners;
 - ii. Name of the leading company.

7.2.4. If bidding with the intention of subcontracting certain tasks, the bidder must state the name of the subcontractor Company and the percentage to be subcontracted.

8. FUNCTIONALITY EVALUATION CRITERIA

Bids will be evaluated in terms of the criteria in Table 3.

Table 3: Functionality evaluation criteria

Table 3.1 Company Profile(s)

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
A: Company profile(s) [10 points]	A comprehensive company profile was submitted with all of the following information: - the name of the company and its background; - profiles of all staff members who will be part of the bid; - detailed Curriculum Vitae (CV) of all lead managers; - The number of data capturers (minimum 60) must be stipulated. - Submit the profile of Braille data capturers	10
	A comprehensive company profile was submitted with any four of the following information: - the name of the company and its background; - profiles of all staff members who will be part of the bid; - detailed Curriculum Vitae (CV) of all lead managers; - The number of data capturers (minimum 60) must be stipulated. - Submit the profile of Braille data capturers	08
	A comprehensive company profile was submitted with any three of the following information: - the name of the company and its background; - profiles of all staff members who will be part of the bid; - detailed Curriculum Vitae (CV) of all lead managers; - The number of data capturers (minimum 60) must be stipulated. - Submit the profile of Braille data capturers	06
	A comprehensive company profile was submitted with any two of the following information: - the name of the company and its background; - profiles of all staff members who will be part of to the bid; - detailed Curriculum Vitae (CV) of all lead managers; - The number of data capturers (minimum 60) must be stipulated. - Submit the profile of Braille data capturers	04

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	- Company profile was not submitted - Company profile has less than two of the information required.	0

Table 3.2 Reference Letters

B:Reference letters [10 points]	Two different letters were submitted for similar projects as this bid, which covered all the following: - name of the contact person; - contact details; - Client letterhead; and - Signature of client - a brief description of the service rendered related to the bid within the last 2 years	10
	Two different letters were submitted for similar projects as this bid, which covered all the following: - name of the contact person; - contact details; - Client letterhead; and - Signature of client - a brief description of the service rendered related to the bid within the <u>last 3 years</u>	08
	Two different letters were submitted for similar projects as this bid, which covered all the following: - name of the contact person; - contact details; - Client letterhead; and - Signature of client - a brief description of the service rendered related to the bid within the last 4 years	06
	Two different letters were submitted for similar projects as this bid, which covered all the following: - name of the contact person; - contact details; - Client letterhead; and - Signature of client - a brief description of the service rendered within the last 5 years	04

	Two or fewer different letters were submitted, which are not related to this bid, or a brief description of the service rendered is not related to the bid	0
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Table 3.3: The Workplan

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
C: Workplan [20 points]	The work plan is the sequence of how activities will be operationalised and managed per phase, with dates/duration Please note that the activities in these criteria are <u>not limited</u> to the ones listed.	Key assessment points:	
		The work plan has all the following points per phase: - all activities are suitably sequenced with headings and detailed sub-activities. - realistic timeframes/duration per activity per phase are clearly documented. - deliverables and milestones are indicated in each phase	20
		The work plan has any two of the following points per phase: - all activities are suitably sequenced with headings and detailed sub-activities - realistic timeframes per activity per phase are clearly documented - deliverables and milestones are indicated in each phase.	15
		The work plan has any one of the following points per phase: - all activities are suitably sequenced with headings and detailed sub-activities - realistic timeframes per activity per phase are clearly documented - deliverables and milestones are indicated in each phase.	10
		The work plan has none of the following points per phase: - all activities are suitably sequenced with headings and detailed sub-activities - realistic timeframes per activity per phase are clearly documented - deliverables and milestones are indicated in each phase.	0

Table 3.4: Demonstration of experience in the capturing of large-scale data

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
D: DEMONSTRATION OF EXPERIENCE IN THE CAPTURING OF LARGE-SCALE DATA [20 points]	Bidders must demonstrate experience in capturing large-scale (international, national	Key assessment points:	
		Submission of two documented comprehensive project reports from previous large-scale data-capturing assignments. The reports must include ALL the following points: The two reports outline the project scope, number of records, volume of data captured (including scripts, questionnaires, or records processed), timeframes, and outcomes achieved.	20

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	or provincial) data. • Reports provide quantitative evidence demonstrating the capacity for high-volume work. • Reports provide information on the data management platforms, software, or tools used in the previous projects. • The reports show technical proficiency and system adaptability. • Reports include a description of the data verification and quality assurance protocols used in previous projects, such as double data entry, random verification, error tracking, or validation of scripts.	
	Submission of two documented comprehensive project reports from previous large-scale data-capturing assignments. The reports include FOUR of the following points: • The two reports outline the project scope, number of records, volume of data captured (including scripts, questionnaires, or records processed), timeframes, and outcomes achieved. • Reports provide quantitative evidence demonstrating the capacity for high-volume work • Reports provide information on the data management platforms, software, or tools used in the previous projects. • The reports show technical proficiency and system adaptability. • Reports include a description of the data verification and quality assurance protocols used in previous projects, such as double data entry, random verification, error tracking, or validation of scripts.	15
	Submission of two documented comprehensive project reports from previous large-scale data-capturing assignments. The reports include THREE of the following points: • The two reports outline the project scope, number of records, volume of data captured (including scripts, questionnaires, or records processed), timeframes, and outcomes achieved. • Reports provide quantitative evidence demonstrating the capacity for high-volume work. • Reports provide information on the data management platforms, software, or tools used in the previous projects. • The reports show technical proficiency and system adaptability. • Reports include a description of the data verification and quality assurance protocols used in previous	10

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
		projects, such as double data entry, random verification, error tracking, or validation of scripts.	
		There are no reports or reports have information not related to the bid.	0

Table 3.5: Availability of Appropriate and Secure Storage Facilities

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
E: AVAILABILITY OF APPROPRIATE AND SECURE STORAGE FACILITIES [20 POINTS]	The availability of an appropriate and secure storage facility. Please note that the activities in this criterion are <u>not limited</u> to the ones listed.	Key assessment points:	
		The bidder has submitted the proof of ownership or lease agreements for a secure storage and workspace facility. The valid lease agreement, title deed, or official letter of commitment confirming access to a storage and data-capturing facility for the project duration has been submitted. The information on the facility must include an annexure or supporting documents detailing all the following points. - Detailed description of the facility layout, including size (not less than 400 square metres), number of rooms, storage capacity, and workspace design for data capturers. - Evidence of security controls such as 24-hour surveillance (CCTV), access control systems, restricted entry, security personnel, or alarm systems. - Description or photos showing controlled environment, e.g., ventilation, lighting, fire extinguishers, smoke detectors, and pest control. - Submission of a written policy or protocol outlining who can access stored materials, how access is logged, and how materials are handled. - Proof of insurance or commitment letter covering stored materials and computers (fire, theft, damage, loss). - Address and map of the facility, showing ease of access for DBE oversight, transportation of materials, and delivery logistics.	20
		The bidder has submitted the proof of ownership or lease agreements for a secure storage and workspace facility. The valid lease agreement, title deed, or official letter of commitment confirming access to a storage and data-capturing facility for the duration of the project has been submitted. The information on the facility must	15

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	include an annexure or supporting documents detailing any five of the following points: • Detailed description of the facility layout, including size (not less than 400 square metres), number of rooms, storage capacity, and workspace design for data capturers. • Evidence of security controls such as 24-hour surveillance (CCTV), access control systems, restricted entry, security personnel, or alarm systems. • Description or photos showing controlled environment, e.g., ventilation, lighting, fire extinguishers, smoke detectors, and pest control. • Submission of a written policy or protocol outlining who can access stored materials, how access is logged, and how materials are handled. • Proof of insurance or commitment letter covering stored materials and computers (fire, theft, damage, loss). • Address and map of the facility, showing ease of access for DBE oversight, transportation of materials, and delivery logistics.	
	The bidder has submitted the proof of ownership or lease agreements for a secure storage and workspace facility. The valid lease agreement, title deed, or official letter of commitment confirming access to a storage and data-capturing facility for the duration of the project has been submitted. The information on the facility must include an annexure or supporting documents detailing any four of the following points: • Detailed description of the facility layout, including size (not less than 400 square metres), number of rooms, storage capacity, and workspace design for data capturers. • Evidence of security controls such as 24-hour surveillance (CCTV), access control systems, restricted entry, security personnel, or alarm systems. • Description or photos showing controlled environment, e.g., ventilation, lighting, fire extinguishers, smoke detectors, and pest control. • Submission of a written policy or protocol outlining who can access stored materials, how access is logged, and how materials are handled. • Proof of insurance or commitment letter covering stored materials and computers (fire, theft, damage, loss).	10

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
		Address and map of the facility, showing ease of access for DBE oversight, transportation of materials, and delivery logistics.	
		The bidder has submitted the proof of ownership or lease agreements for a secure storage and workspace facility. The valid lease agreement, title deed, or official letter of commitment confirming access to a storage and data-capturing facility for the duration of the project has been submitted. The information on the facility must include an annexure or supporting documents detailing any three of the following points: - Detailed description of the facility layout, including size (not less than 400 square metres), number of rooms, storage capacity, and workspace design for data capturers. - Evidence of security controls such as 24-hour surveillance (CCTV), access control systems, restricted entry, security personnel, or alarm systems. - Description or photos showing controlled environment, e.g., ventilation, lighting, fire extinguishers, smoke detectors, and pest control. - Submission of a written policy or protocol outlining who can access stored materials, how access is logged, and how materials are handled. - Proof of insurance or commitment letter covering stored materials and computers (fire, theft, damage, loss). - Address and map of the facility, showing ease of access for DBE oversight, transportation of materials, and delivery logistics.	05
		No agreement or agreement do not relate to the activities of the project.	0

Table 3.6: Confidentiality, Data Security and Quality Assurance Measures

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
		Key assessment points:	

CRITERIA	DESCRIPTION OF CRITERIA		SCORE
	The business process Please note that the activities in this criterion are <u>not limited</u> to the ones listed.	The bidder has submitted document(s) on Confidentiality, Data Security and Quality Assurance: Documents must cover all the following points: • Written policy outlining procedures for maintaining confidentiality of all materials and data, aligned with POPIA. • Sample Non-Disclosure and Confidentiality Agreements for all personnel handling DBE data (data capturers, supervisors, IT staff). • Clear explanation of user access rights, password protection, role-based permissions, and control of physical access to sensitive materials. • Documented strategy for data backup frequency, off-site storage, and disaster recovery. • Description of secure file transfer methods (e.g. encrypted emails, secure servers, VPNs). • Quality assurance plan detailing double-data entry, verification checks, error tracking, and supervisory review processes to ensure accuracy. • Evidence of planned or previous training for data capturers on confidentiality, data protection, and error management. • Procedure for identifying, reporting, and resolving data breaches, errors, or irregularities within specified timeframes	10
		The bidder has submitted document(s) on Confidentiality, Data Security and Quality Assurance: Documents must cover seven of the following points: • Written policy outlining procedures for maintaining confidentiality of all materials and data, aligned with POPIA. • Sample Non-Disclosure and Confidentiality Agreements for all personnel handling DBE data (data capturers, supervisors, IT staff). • Clear explanation of user access rights, password protection, role-based permissions, and control of physical access to sensitive materials. • Documented strategy for data backup frequency, off-site storage, and disaster recovery. • Description of secure file transfer methods (e.g. encrypted emails, secure servers, VPNs). • Quality assurance plan detailing double-data entry, verification checks, error tracking, and supervisory review processes to ensure accuracy. • Evidence of planned or previous training for data capturers on confidentiality, data protection, and error management.	7

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	• Procedure for identifying, reporting, and resolving data breaches, errors, or irregularities within specified timeframes	
	The bidder has submitted document (s) on Confidentiality, Data Security and Quality Assurance: Documents must cover five of the following points: • Written policy outlining procedures for maintaining confidentiality of all materials and data, aligned with POPIA. • Sample Non-Disclosure and Confidentiality Agreements for all personnel handling DBE data (data capturers, supervisors, IT staff). • Clear explanation of user access rights, password protection, role-based permissions, and control of physical access to sensitive materials. • Documented strategy for data backup frequency, off-site storage, and disaster recovery. • Description of secure file transfer methods (e.g. encrypted emails, secure servers, VPNs). • Quality assurance plan detailing double-data entry, verification checks, error tracking, and supervisory review processes to ensure accuracy. • Evidence of planned or previous training for data capturers on confidentiality, data protection, and error management. • Procedure for identifying, reporting, and resolving data breaches, errors, or irregularities within specified timeframes	5
	The bidder has submitted document(s) on Confidentiality, Data Security and Quality Assurance: Documents covered less than five of the following points: • Written policy outlining procedures for maintaining confidentiality of all materials and data, aligned with POPIA. • Sample Non-Disclosure and Confidentiality Agreements for all personnel handling DBE data (data capturers, supervisors, IT staff). • Clear explanation of user access rights, password protection, role-based permissions, and control of physical access to sensitive materials. • Documented strategy for data backup frequency, off-site storage, and disaster recovery. • Description of secure file transfer methods (e.g. encrypted emails, secure servers, VPNs). • Quality assurance plan detailing double-data entry, verification checks, error tracking, and supervisory review processes to ensure accuracy.	0

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	- Evidence of planned or previous training for data capturers on confidentiality, data protection, and error management. - Procedure for identifying, reporting, and resolving data breaches, errors, or irregularities within specified timeframes	

Table 3.7: Risk Management

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
G: Risk Management [10 points]	Bidders are requested to submit a plan listing risks that are linked to each phase and alongside each risk, relevant mitigating solutions must be stated.	
	5 or more different risks related to each of the three <u>phases</u> are clearly articulated. Alongside each risk, realistic mitigating solutions are stated.	10
	3 - 4 different risks related to each of the three <u>phases</u> are clearly articulated. Alongside each risk, realistic mitigating solutions are stated.	5
	1 - 2 different risks related to each of the three phases are clearly articulated. Alongside each risk, realistic mitigating solutions are stated.	3
	No risks and mitigations or risks do not relate to the project or mitigating solutions do not relate to the risks	0

Table 4: Total number of points

Criteria	Maximum points
Company Profile(s) and Organisational Capacity	10
Reference Letters from Previous Projects	10
Detailed Workplan and Implementation Schedule	20
Demonstrated Experience in Data Capturing for Large-Scale Assessments	20
Availability of Appropriate and Secure Storage Facilities	20
Confidentiality, Data Security and Quality Assurance Measures	10
Risk Management Plan	10
Total	100

Each of the criteria will be assessed and scored on the evaluation sheet using the weights outlined above. Bidders who score less than 70 points on functionality will not be considered for this tender.

9. PRICE AND PREFERENCE POINTS (80/20)

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

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

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

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

P_t = Rand value of acceptable bid under consideration

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

Points Awarded for Specific Goals

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

Note to Bidders:

1. The bidder must indicate how they claim points for each preference point system.
2. Allocation of points will be prorated as per the percentage of ownership of each goal. In the case of a Joint Venture or a Consortium, the points will be averaged
3. DBE will verify the ownership percentage using the CSD report. Should there be discrepancies, the CSD report takes precedence.
4. Specific goals for the tender and points claimed are indicated in the table below

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

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

10. PAYMENT

Payment shall be effected proportionately on completion of each phase of the project, as shown in Table 5 below and within 30 days of receipt of valid original invoices and satisfactory completion of the deliverables (as per Table 2 above).

Table 5: Payment distributed according to the completion of the following phases:

Phases	Proportion of Payment	Payment period
Phase 1	30%	After the successful completion of Phase 1
Phase 2:	40%	After the successful completion of Phase 2
Phase 3:	30%	After the successful completion of Phase 3
TOTAL	100%	

11. MONITORING AND REPORTING

11.1. The DBE will monitor the performance of the service provider in terms of the stipulated deliverables and timeframes. A Steering Committee overseeing the whole 2026 Systemic Evaluation, appointed by the Director-General, will regularly meet to monitor deliverables. The Steering Committee for the SASE is chaired by the Chief Director, National Assessments and Public Examinations. The directorate project managers will also conduct meetings on a weekly basis to monitor progress. These meetings will be added to regular project meetings that will focus on the operational aspects of the project. Formal meeting procedures will be followed and approved and signed minutes will be kept by the DBE as official meeting records.

12. CONDITIONS

- 12.1. The commencement date will be the day on which the last signing party appends the signature to the Service Level Agreement.
- 12.2. Material compiled for and by the Department of Basic Education (DBE) may not be used in any form or for any purpose other than the purpose stipulated in this agreement. If the service provider wishes to use such material in any other form or for any other purpose, including, but not limited to, workshops, media releases and the like, it must submit to the DBE a written motivation for such use.
- 12.3. The service provider/s must be reputable with extensive knowledge and experience in the capturing of large-scale projects using data management software and tools.
- 12.4. The DBE will enter into a Service Level Agreement (SLA) in relation to the data capturing process of the 2026 Systemic Evaluation.
- 12.5. The DBE will request approval from the designated officer to whom copyright vests. Only once the designated officer has granted written approval will the DBE convey such written approval to the service provider and will the service provider have permission for such usage.
- 12.6. The service provider must ensure that it has appropriate and sufficient computers to complete the full data capture process and ensure that is an appropriate workflow to receive, store and capture scripts and questionnaires from the provinces.
- 12.7. Protection of Personal Information Act, No. 4 of 2013: Personal information must be processed lawfully and in a reasonable manner that does not encroach on the privacy of the data subject. Data capturers must be trained on the POPI Act before they start capturing the data. The Department will enter into a Memorandum of Understanding (MOU) with the successful bidder, setting out the terms and conditions of processing and collecting the required information to ensure compliance with the privacy requirements as set out by the POPI Act before any information is disclosed to such bidder.
- 12.8. In the case of material compiled, developed, researched, commented on, or evaluated on behalf of the DBE as a result of a contractual agreement with the service provider, or any other form of material, irrespective of whether in a completed form or otherwise, all intellectual property rights relating to such material will vest in the state. The service provider may not use any such material without first having obtained written approval from the DBE.
- 12.9. The Service Provider will be expected to complete all phases of the project and adhere strictly to the deadlines specified. A written report on completion of each phase is mandatory.
- 12.10. The service provider shall submit all datasets to the DBE. All datasets, which shall be the sole property of the DBE, must be prepared in a programme compatible with that of the DBE.
- 12.11. The Service Provider is expected to demonstrate credibility and perform the services as described in this document.
- 12.12. Consortia that possess all the functional knowledge and experience will be considered for this proposal, but proposals must clearly indicate the

- organization that will be the lead agency, which will take full managerial and technical accountability for the outcomes of this proposal.
- 12.13. DBE will confine its contractual dealings with the primary service provider in a case where there is a consortium.
- 12.14. The data capturing, processing, and reporting must be done in a manner that ensures the confidentiality of the test instruments and the credibility of the study. The security of all material is the responsibility of the service provider until they are finally released to the DBE. The code of conduct of staff and contracted workers and confidentiality agreements for all staff used by the service provider must be submitted to the DBE for approval.
- 12.15. The appointed Service Provider shall undertake to avoid any activity whatsoever that may be detrimental to the Department's interest, goodwill and reputation.
- 12.16. The DBE will confine its contractual dealings to the primary service provider.
- 12.17. The DBE reserves the right to change the Terms of Reference before the closing of the bid.
- 12.18. The Department reserves the right not to award the tender and will not be held liable for the preparation of the bid documents by the bidders.
- 12.19. The DBE reserves the right to terminate the contract with the service provider at any point during the contract period should the performance of the service provider not meet the satisfactory requirements of the stipulated deliverables.
- 12.20. **TERMINATION FOR DEFAULT:** The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, reserves the right to terminate this contract with the appointed service provider, in accordance with clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.
- 12.21. The Bidder/s must submit proof of registration with the National Treasury's Central Supplier Database (CSD).

13. COMMUNICATION

- 13.1. The DBE Supply Chain Management (SCM) Unit shall communicate with bidders where clarity is sought after the closing date and no other communication to any DBE official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid may be entered into.
- 13.2. All communication between the bidder and the DBE must be in writing and addressed to the SCM Office at Tenders@dbe.gov.za.

CONTACT DETAILS

Bid Enquiries

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: Tenders@dbe.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Documents required as proof of claim to validate points claimed	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilize CSD Report to validate points claimed		
Women	8	DBE will utilize CSD Report to validate points claimed		
Disability	1	Submit any of the documents below: • South African Social Security Agency (SASSA) registration; OR • National Council for Persons with Physical Disability in South Africa registration (NCPDSA); OR • Medical Certificate		
Youth	6	DBE will utilize CSD Report to validate points claimed		
Total	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT GENERAL

CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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