

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR					
BID NUMBER:	LAB 03/2024	CLOSING DATE:	15 NOVEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	BID FOR THE PROCUREMENT OF TWO LARGE-SIZE OPTICAL MARKING RECOGNITION (OMR) SCANNERS AND MAINTENANCE SUPPORT SERVICES AGREEMENT FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR.				
The bidders must be registered on the Central Supplier Database(CSD) and attaché such proof (i.e. MAAA number) The successful bidder will be required to fill in and sign a written contract form (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)

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					
	TCS PIN:		OR	CSD No:	
COMPANY CONTACT PERSON	NAMES AND SURNAME.....				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		BIDDING INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/PUBLIC ENTITY	DEPARTMENT OF EMPLOYMENT AND LABOUR	TECHNICAL CONTACT PERSON	MORAMANG HLALELE
CONTACT PERSON	BELLAH GELEBE/ BOITUMELO ZULU / THEMBA MASEKO	TELEPHONE NUMBER	0609737170
TELEPHONE NUMBER	(012) 309 4084/4943/4826	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	HQtenders@labour.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

**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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

CHECKED BY BIDDER

NB!! Have the following forms been completed, signed and submitted with your proposal?

<input type="checkbox"/>	SBD 1	<input type="checkbox"/>	
<input type="checkbox"/>	Tax Compliance	<input type="checkbox"/>	
<input type="checkbox"/>	3.1 Pricing	<input type="checkbox"/>	
<input type="checkbox"/>	SBD 4	<input type="checkbox"/>	
<input type="checkbox"/>	SBD 6.1	<input type="checkbox"/>	
<input type="checkbox"/>	Letter of resolution of Signatory attached	<input type="checkbox"/>	
<input type="checkbox"/>	Each page initialed	<input type="checkbox"/>	
<input type="checkbox"/>	Documents fully Completed.	<input type="checkbox"/>	
<input type="checkbox"/>	Compulsory Briefing attended.	<input type="checkbox"/>	
<input type="checkbox"/>	ID Copies Certified	<input type="checkbox"/>	

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID

IMPORTANT

NOTE:

Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

**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 LAB 03/2024
Closing Time 11:00	Closing date 15 November 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	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.

*Delete if not applicable

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 or 90 points is allocated for price on the following basis:

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest 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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% women ownership	5	
100% SMME/ Exempted Micro Enterprise	6	
100% HDI	4	
100% owned by disable individual	3	
Locality(Gauteng Province)	2	

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:	.....

TERMS OF REFERENCE

**THE PROCUREMENT OF TWO LARGE-SIZE OPTICAL
MARKING RECOGNITION (OMR) SCANNERS INCLUDING
THREE (3) YEARS WARRANTY AND THREE (3)
MAINTENANCE SUPPORT SERVICES AGREEMENT
FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR**

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INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

PROCUREMENT OF 2 LARGE-SIZE OMR AND COLOUR IMAGING SCANNERS

1.2. BACKGROUND

- (a) The Department of Employment and Labour plays an intermediary role in the labour market, to facilitate access of the work seekers into the labour market. Psychometric assessment and selection is an important value-adding service provided by the Public Employment Services: Branch to facilitate appropriate entry into employment and learning opportunities, as cited by employers and training providers for the suitable placement of the work-seekers, through the provision of:
 - 1. Assessment and selection of large numbers of work-seekers for employment and learning opportunities with the view to enhance productivity and adjustment in the work-place, and to ensure that employers and training providers obtain cost savings and return-on-investment for the placement of suitable candidates; and
 - 2. Employment counselling, work readiness programmes and career development services.
- (b) Our current strategic aim revolves around the procurement of capabilities essential for enabling and supporting these business solutions. A critical component of this infrastructure is the provision of the two large scanners required to execute larger volumes of answer sheets at short intervals for effective operations.
- (c) In today's rapidly evolving digital landscape, the paramount importance of efficiency and speed cannot be overstated. Having an efficient means to save, store and protect critical documents, optimize daily operations, in terms of time and financial resources. The ability to scan, process, and archive document effectively and efficiently plays a vital role in records management, seamless error detection, and information retrieval, enhance collaboration and enable prompt decision-making processes.
- (d) In recognizing the need for the improved service delivery, the Department has decided to procure two large-size scanners to cater volume requests for the Provinces, compatible to the available OMR (**Optical Marking Recognition**) answer sheets and psychometric assessment tool – **see attached samples of A4 OMR answer sheets in Annexure A.**
- (e) As a result, there is a critical requirement for additional capacity scanners to fulfil these needs, thereby ensuring the efficiency and adequacy of our service delivery to the public and the capacity to provide the maintenance support services commitment agreement, inclusive of the existing scanners.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- (a) The successful bidder is expected to provide two large-size Scanners including 3 years' warranty and 3 years Maintenance and Support of the Scanning equipment.

- b) Ensure that all Scanners are asset tagged before dispatching and updated into the Departmental Asset.
- c) Deliver the OMR and Colour Imaging Scanners to two identified sites (**see site list addresses below**), which can be adjusted at the discretion of the Department.
- d) Project Duration – the successful bidder is expected to deliver and install the scanners equipment within 4 four weeks after receiving a purchase order.

2.2. DELIVERY ADDRESSES AND TIMEFRAMES

Office Location	PHYSICAL ADDRESSES OF THE DEPARTMENT OF EMPLOYMENT & LABOUR	NUMBER OF SCANNERS TO BE DELIVERED
Johannesburg	77 de Korte Street, Braamfontein, Johannesburg, 2000 (subjected to confirmation of the updated address)	1
Pretoria	Laboria House, 215 Francis Baard Street Pretoria, 0001	1
Total		2

Failure to deliver within the prescribe timeframe will constitute a breach of contract and thus invalidate the Bid. The department reserves a right to award the Bid to the next highest scoring qualifying supplier.

2.3 SCOPE OF SUPPORT SERVICES

The Service Provider to ensure optimal execution of the Maintenance Support Services Agreement, but not limited to the following deliverables:

1. Provide maintenance and technical support services for the scanners during specified times within the agreement period.
2. Provide technical support service to the Department, which shall include the design, setup and printing of answer sheets as and when required by the Department;
3. Carry out prescribed maintenance and technical support services within the prescribed period and on-site technical support for each scanner as and when required.
4. Replace all parts (not consumables) without charge.
5. Collaborate with the Department and Allies organisations to ensure seamless integration of the OMR answer sheets and the assessment system;
6. Ability to develop, design and manage the set-up and printing of the manual answer sheets as per requirements of the Department and ensure its delivery upon request;
7. Ensure that the scanners are fit for its purpose and free from defects in materials and workmanship;

8. Deliver the parts and perform the services in accordance with the specified location and time schedule prescribed in the Agreement.

2.4 THE SOFTWARE COMPATIBILITY

The scanner and software must be compatible with end user devices (desktops/ laptops) of the following specifications:

- 2.4.1 Support the following connectivity: RJ45 LAN, WiFi, USB 3.0
- 2.4.2 Operating System: Windows 11 Pro (64 bit operating system)
 - i. CPU: Intel Core i5 or higher
 - ii. RAM: 16GB DDR5 5200
 - iii. Storage: 512GB PCIe SSD
 - iv. MS Office 2016 / 2019
- 2.4.3 The software must be compatible to the OMR answer sheet to ensure functionality and the desired quality output.
- 2.4.4 Software to be able to provide the following output – CSV, Xsls, Text FILES.
- 2.4.5 Provides flexibility and accuracy for OMR and colour image scanning.
- 2.4.6 Enhances control of data output formats, format design and customization.
- 2.4.7 Validation of data for improved accuracy
- 2.4.8 Image archiving capabilities
- 2.4.9 Ability to use multiple windows and not limited to specific windows.
- 2.4.10 Data security, and terms and conditions of the software licenses.
- 2.4.11 Software updates should be provided during the course of the agreement.
- 2.4.12 Training officials, including IT personnel involved, on the use of the scanner.
- 2.4.13 The service provider should have the capacity to customize the scanner software to read the current answer sheets **(see attached samples provided)**. Ability to design and develop credible answer sheet services.

THE DEPARTMENT OF LABOUR



INSTRUCTIONS

CORRECT MARK

INCORRECT MARKS



SURNAME

INITIALS

27001

ID NUMBER

AGE

RACE

African ☐
Asian ☐
Coloured ☐
White ☐

GENDER

Male ☐
Female ☐

QUALIFICATION

Grade 6 or lower ☐
Grade 7 - 9 ☐
Grade 10 - 12 ☐
1 - 3 Year Certificate / Diploma ☐
Degree or higher ☐

HOME LANGUAGE

English ☐ siSwati ☐
Afrikaans ☐ Xitsonga ☐
isiXhosa ☐ Tshivendi ☐
isiZulu ☐ IsiNdebele ☐
Sesotho ☐ Sepedi ☐
Setswana ☐ Other ☐

DISABILITY

None ☐
~~Deafness~~ ☐
Blindness ☐
~~Chronic conditions~~ ☐
Mental & Neurological ☐
Physical ☐

TODAY'S DATE

YEAR	MONTH	DAY
0	0	0
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
0	0	0
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9

YEAR OF BIRTH

0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

CELL NUMBER

0	0	0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9

DRIVER'S LICENCE

None ☐
Learner ☐
Motor Cycle ☐
Light Vehicle ☐
Heavy Vehicle ☐
Extra Heavy Vehicle ☐

PROVINCE

Gauteng ☐
North West ☐
Kwazulu Natal ☐
Limpopo ☐
Western Cape ☐
Eastern Cape ☐
Mpumalanga ☐
Northern Cape ☐
Free State ☐

WORLD LABOUR MOVEMENT

I hereby permit the use of information obtained from this measurement process to be disclosed to relevant interested parties.
All information will be kept confidential.

PIBSpEEEx / JP Expert 1200

Answer Questions 1 40

1	Low	1	2	3	4	5	6	7	High
2	Low	1	2	3	4	5	6	7	High
3	Low	1	2	3	4	5	6	7	High
4	Low	1	2	3	4	5	6	7	High
5	Low	1	2	3	4	5	6	7	High
6	Low	1	2	3	4	5	6	7	High
7	Low	1	2	3	4	5	6	7	High
8	Low	1	2	3	4	5	6	7	High
9	Low	1	2	3	4	5	6	7	High
10	Low	1	2	3	4	5	6	7	High
11	Low	1	2	3	4	5	6	7	High
12	Low	1	2	3	4	5	6	7	High
13	Low	1	2	3	4	5	6	7	High
14	Low	1	2	3	4	5	6	7	High
15	Low	1	2	3	4	5	6	7	High
16	Low	1	2	3	4	5	6	7	High
17	Low	1	2	3	4	5	6	7	High
18	Low	1	2	3	4	5	6	7	High
19	Low	1	2	3	4	5	6	7	High
20	Low	1	2	3	4	5	6	7	High
21	Low	1	2	3	4	5	6	7	High
22	Low	1	2	3	4	5	6	7	High
23	Low	1	2	3	4	5	6	7	High
24	Low	1	2	3	4	5	6	7	High
25	Low	1	2	3	4	5	6	7	High
26	Low	1	2	3	4	5	6	7	High
27	Low	1	2	3	4	5	6	7	High
28	Low	1	2	3	4	5	6	7	High
29	Low	1	2	3	4	5	6	7	High
30	Low	1	2	3	4	5	6	7	High
31	Low	1	2	3	4	5	6	7	High
32	Low	1	2	3	4	5	6	7	High
33	Low	1	2	3	4	5	6	7	High
34	Low	1	2	3	4	5	6	7	High
35	Low	1	2	3	4	5	6	7	High
36	Low	1	2	3	4	5	6	7	High
37	Low	1	2	3	4	5	6	7	High
38	Low	1	2	3	4	5	6	7	High
39	Low	1	2	3	4	5	6	7	High
40	Low	1	2	3	4	5	6	7	High

PIBSpEEEx / JP Expert 1300

Answer Questions 1 40

1	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
2	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
3	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
4	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
5	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
6	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
7	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
8	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
9	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
10	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
11	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
12	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
13	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
14	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
15	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
16	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
17	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
18	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
19	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
20	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
21	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
22	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
23	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
24	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
25	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
26	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
27	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
28	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
29	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
30	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
31	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
32	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
33	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
34	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
35	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
36	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
37	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
38	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
39	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly
40	Not Strongly at ALL	1	2	3	4	5	6	7	Very Strongly

MAKE SURE ALL QUESTIONS HAVE BEEN ANSWERED

**PIBSpEEEx JP
Expert 2400**

	A				B			
	A	B	C	D	E	F		
E1	3	2	1	1	2	3		
1	3	2	1	1	2	3		
2	3	2	1	1	2	3		
3	3	2	1	1	2	3		
4	3	2	1	1	2	3		
5	3	2	1	1	2	3		
6	3	2	1	1	2	3		
7	3	2	1	1	2	3		
8	3	2	1	1	2	3		
9	3	2	1	1	2	3		
10	3	2	1	1	2	3		
11	3	2	1	1	2	3		
12	3	2	1	1	2	3		
13	3	2	1	1	2	3		
14	3	2	1	1	2	3		
15	3	2	1	1	2	3		
16	3	2	1	1	2	3		
17	3	2	1	1	2	3		
18	3	2	1	1	2	3		
19	3	2	1	1	2	3		
20	3	2	1	1	2	3		
21	3	2	1	1	2	3		
22	3	2	1	1	2	3		
23	3	2	1	1	2	3		
24	3	2	1	1	2	3		
25	3	2	1	1	2	3		
26	3	2	1	1	2	3		
27	3	2	1	1	2	3		
28	3	2	1	1	2	3		
29	3	2	1	1	2	3		
30	3	2	1	1	2	3		
31	3	2	1	1	2	3		
32	3	2	1	1	2	3		
33	3	2	1	1	2	3		
34	3	2	1	1	2	3		
35	3	2	1	1	2	3		
36	3	2	1	1	2	3		
37	3	2	1	1	2	3		
38	3	2	1	1	2	3		
39	3	2	1	1	2	3		
40	3	2	1	1	2	3		
41	3	2	1	1	2	3		
42	3	2	1	1	2	3		
43	3	2	1	1	2	3		
44	3	2	1	1	2	3		
45	3	2	1	1	2	3		
46	3	2	1	1	2	3		
47	3	2	1	1	2	3		
48	3	2	1	1	2	3		

PIBSpEEEx / JP Expert 2700

		Answer Questions 1 40											
1	Low	1	2	3	4	5	6	7	High				
2	Low	1	2	3	4	5	6	7	High				
3	Low	1	2	3	4	5	6	7	High				
4	Low	1	2	3	4	5	6	7	High				
5	Low	1	2	3	4	5	6	7	High				
6	Low	1	2	3	4	5	6	7	High				
7	Low	1	2	3	4	5	6	7	High				
8	Low	1	2	3	4	5	6	7	High				
9	Low	1	2	3	4	5	6	7	High				
10	Low	1	2	3	4	5	6	7	High				
11	Low	1	2	3	4	5	6	7	High				
12	Low	1	2	3	4	5	6	7	High				
13	Low	1	2	3	4	5	6	7	High				
14	Low	1	2	3	4	5	6	7	High				
15	Low	1	2	3	4	5	6	7	High				
16	Low	1	2	3	4	5	6	7	High				
17	Low	1	2	3	4	5	6	7	High				
18	Low	1	2	3	4	5	6	7	High				
19	Low	1	2	3	4	5	6	7	High				
20	Low	1	2	3	4	5	6	7	High				
21	Low	1	2	3	4	5	6	7	High				
22	Low	1	2	3	4	5	6	7	High				
23	Low	1	2	3	4	5	6	7	High				
24	Low	1	2	3	4	5	6	7	High				
25	Low	1	2	3	4	5	6	7	High				
26	Low	1	2	3	4	5	6	7	High				
27	Low	1	2	3	4	5	6	7	High				
28	Low	1	2	3	4	5	6	7	High				
29	Low	1	2	3	4	5	6	7	High				
30	Low	1	2	3	4	5	6	7	High				
31	Low	1	2	3	4	5	6	7	High				
32	Low	1	2	3	4	5	6	7	High				
33	Low	1	2	3	4	5	6	7	High				
34	Low	1	2	3	4	5	6	7	High				
35	Low	1	2	3	4	5	6	7	High				
36	Low	1	2	3	4	5	6	7	High				
37	Low	1	2	3	4	5	6	7	High				
38	Low	1	2	3	4	5	6	7	High				
39	Low	1	2	3	4	5	6	7	High				
40	Low	1	2	3	4	5	6	7	High				

**PIBSpEEEx / JP
Expert 3200**

		Answer Questions 1 30									
1	Low	1	2	3	4	5					
2	Low	1	2	3	4	5					
3	Low	1	2	3	4	5					
4	Low	1	2	3	4	5					
5	Low	1	2	3	4	5					
6	Low	1	2	3	4	5					
7	Low	1	2	3	4	5					
8	Low	1	2	3	4	5					
9	Low	1	2	3	4	5					
10	Low	1	2	3	4	5					
11	Low	1	2	3	4	5					
12	Low	1	2	3	4	5					
13	Low	1	2	3	4	5					
14	Low	1	2	3	4	5					
15	Low	1	2	3	4	5					
16	Low	1	2	3	4	5					
17	Low	1	2	3	4	5					
18	Low	1	2	3	4	5					
19	Low	1	2	3	4	5					
20	Low	1	2	3	4	5					
21	Low	1	2	3	4	5					
22	Low	1	2	3	4	5					
23	Low	1	2	3	4	5					
24	Low	1	2	3	4	5					
25	Low	1	2	3	4	5					
26	Low	1	2	3	4	5					
27	Low	1	2	3	4	5					
28	Low	1	2	3	4	5					
29	Low	1	2	3	4	5					
30	Low	1	2	3	4	5					

PIBSpEEEx / JP Expert 3300

		Answer Questions 1 40											
1	Low	1	2	3	4	5	6	7	High				
2	Low	1	2	3	4	5	6	7	High				
3	Low	1	2	3	4	5	6	7	High				
4	Low	1	2	3	4	5	6	7	High				
5	Low	1	2	3	4	5	6	7	High				
6	Low	1	2	3	4	5	6	7	High				
7	Low	1	2	3	4	5	6	7	High				
8	Low	1	2	3	4	5	6	7	High				
9	Low	1	2	3	4	5	6	7	High				
10	Low	1	2	3	4	5	6	7	High				
11	Low	1	2	3	4	5	6	7	High				
12	Low	1	2	3	4	5	6	7	High				
13	Low	1	2	3	4	5	6	7	High				
14	Low	1	2	3	4	5	6	7	High				
15	Low	1	2	3	4	5	6	7	High				
16	Low	1	2	3	4	5	6	7	High				
17	Low	1	2	3	4	5	6	7	High				
18	Low	1	2	3	4	5	6	7	High				
19	Low	1	2	3	4	5	6	7	High				
20	Low	1	2	3	4	5	6	7	High				
21	Low	1	2	3	4	5	6	7	High				
22	Low	1	2	3	4	5	6	7	High				
23	Low	1	2	3	4	5	6	7	High				
24	Low	1	2	3	4	5	6	7	High				
25	Low	1	2	3	4	5	6	7	High				
26	Low	1	2	3	4	5	6	7	High				
27	Low	1	2	3	4	5	6	7	High				
28	Low	1	2	3	4	5	6	7	High				
29	Low	1	2	3	4	5	6	7	High				
30	Low	1	2	3	4	5	6	7	High				
31	Low	1	2	3	4	5	6	7	High				
32	Low	1	2	3	4	5	6	7	High				
33	Low	1	2	3	4	5	6	7	High				
34	Low	1	2	3	4	5	6	7	High				
35	Low	1	2	3	4	5	6	7	High				
36	Low	1	2	3	4	5	6	7	High				
37	Low	1	2	3	4	5	6	7	High				
38	Low	1	2	3	4	5	6	7	High				
39	Low	1	2	3	4	5	6	7	High				
40	Low	1	2	3	4	5	6	7	High				

MAKE SURE ALL QUESTIONS HAVE BEEN ANSWERED

PIBSpEEEx / JP Expert 2100

Answer Questions 1 - 50

PIBSpEEEx / JP Expert 2200

Column 1

Column 2

Answer Questions 1 - 48

Answer Questions 49–96

MAKE SURE ALL QUESTIONS HAVE BEEN ANSWERED

CORRECT MARK

INCORRECT MARKS



23501

[illegible]

AGE	
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9

RACE	
African	<input type="radio"/>
Asian	<input type="radio"/>
Coloured	<input type="radio"/>
White	<input type="radio"/>

GENDER	
Male	<input type="radio"/>
Female	<input type="radio"/>

QUALIFICATION	
Grade 6 or lower	<input type="radio"/>
Grade 7 - 9	<input type="radio"/>
Grade 10 - 12	<input type="radio"/>
1 - 3 Year Certificate / Diploma	<input type="radio"/>
Degree or higher	<input type="radio"/>

HOME LANGUAGE			
English	<input type="radio"/>	siSwati	<input type="radio"/>
Afrikaans	<input type="radio"/>	Xitsonga	<input type="radio"/>
isiXhosa	<input type="radio"/>	Tshivendi	<input type="radio"/>
isiZulu	<input type="radio"/>	isiNdebele	<input type="radio"/>
Sesotho	<input type="radio"/>	Sepedi	<input type="radio"/>
Setswana	<input type="radio"/>	Other	<input type="radio"/>

DISABILITY.	
None	<input type="radio"/>
Deafness	<input type="radio"/>
Blindness	<input type="radio"/>
Chronic conditions	<input type="radio"/>
Mental & Neurological	<input type="radio"/>
Physical	<input type="radio"/>

TODAY'S DATE					
YEAR		MONTH	DAY		
0	0	Jan	01	0	0
1	1	Feb	02	1	1
2	2	Mar	03	2	2
3	3	Apr	04	3	3
4	4	May	05		4
5	5	Jun	06		5
6	6	Jul	07		6
7	7	Aug	08		7
8	8	Sep	09		8
9	9	Oct	10		9
		Nov	11		
		Dec	12		

YEAR OF BIRTH			
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

[illegible]

DRIVER'S LICENCE	
None	<input type="radio"/>
Learning	<input type="radio"/>
Motor Cycle	<input type="radio"/>
Light Vehicle	<input type="radio"/>
Heavy Vehicle	<input type="radio"/>
Extra Heavy Vehicle	<input type="radio"/>

PROVINCE	
Gauteng	<input type="radio"/>
North West	<input type="radio"/>
Kwazulu-Natal	<input type="radio"/>
Limpopo	<input type="radio"/>
Western Cape	<input type="radio"/>
Eastern Cape	<input type="radio"/>
Mpumalanga	<input type="radio"/>
Free State	<input type="radio"/>

1. Any information for information gained from this government process to be disclosed to relevant interested parties.

SPEEX 100				
E1	A	B	C	D
E2	A	B	C	D
E3	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D
15	A	B	C	D
16	A	B	C	D
17	A	B	C	D
18	A	B	C	D
19	A	B	C	D
20	A	B	C	D
21	A	B	C	D
22	A	B	C	D
23	A	B	C	D
24	A	B	C	D
25	A	B	C	D
26	A	B	C	D
27	A	B	C	D
28	A	B	C	D
29	A	B	C	D
30	A	B	C	D

SPEEX 301				
E1	A	B	C	D
E2	A	B	C	D
E3	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D
15	A	B	C	D
16	A	B	C	D
17	A	B	C	D
18	A	B	C	D
19	A	B	C	D
20	A	B	C	D

SPEEX 302				
E1	A	B	C	D
E2	A	B	C	D
E3	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D

SPEEX 303				
E1	A	B	C	D
E2	A	B	C	D
E3	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D

SPEEX 304				
E1	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D
15	A	B	C	D
16	A	B	C	D
17	A	B	C	D
18	A	B	C	D
19	A	B	C	D
20	A	B	C	D
21	A	B	C	D
22	A	B	C	D
23	A	B	C	D
24	A	B	C	D
25	A	B	C	D
26	A	B	C	D
27	A	B	C	D
28	A	B	C	D
29	A	B	C	D
30	A	B	C	D

SPEEX 401				
E1	A	B	C	D
E2	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D
15	A	B	C	D
16	A	B	C	D
17	A	B	C	D
18	A	B	C	D
19	A	B	C	D
20	A	B	C	D
21	A	B	C	D
22	A	B	C	D

SPEEX 402				
E1	A	B	C	D
E2	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D
15	A	B	C	D

SPEEX 501	
E1	E2
A	B
B	C
C	D
D	E
E	F
F	G
G	H
H	I
I	J
J	K
K	L
L	M
M	N
N	O
O	P
P	Q
Q	R
R	S
S	T
T	U
U	V
V	W
W	X
X	Y
Y	Z

SPEEX 502				
E1	A	B	C	D
E2	A	B	C	D
E3	A	B	C	D
1	A	B	C	D
2	A	B	C	D
3	A	B	C	D
4	A	B	C	D
5	A	B	C	D
6	A	B	C	D
7	A	B	C	D
8	A	B	C	D
9	A	B	C	D
10	A	B	C	D
11	A	B	C	D
12	A	B	C	D
13	A	B	C	D
14	A	B	C	D

MFPP																							
1	1	2	3	4	5	6	7	81	1	2	3	4	5	6	7	101	1	2	3	4	5	6	7
2	1	2	3	4	5	6	7	82	1	2	3	4	5	6	7	102	1	2	3	4	5	6	7
3	1	2	3	4	5	6	7	83	1	2	3	4	5	6	7	103	1	2	3	4	5	6	7
4	1	2	3	4	5	6	7	84	1	2	3	4	5	6	7	104	1	2	3	4	5	6	7
5	1	2	3	4	5	6	7	85	1	2	3	4	5	6	7	105	1	2	3	4	5	6	7
6	1	2	3	4	5	6	7	86	1	2	3	4	5	6	7	106	1	2	3	4	5	6	7
7	1	2	3	4	5	6	7	87	1	2	3	4	5	6	7	107	1	2	3	4	5	6	7
8	1	2	3	4	5	6	7	88	1	2	3	4	5	6	7	108	1	2	3	4	5	6	7
9	1	2	3	4	5	6	7	89	1	2	3	4	5	6	7	109	1	2	3	4	5	6	7
10	1	2	3	4	5	6	7	90	1	2	3	4	5	6	7	110	1	2	3	4	5	6	7
11	1	2	3	4	5	6	7	91	1	2	3	4	5	6	7	111	1	2	3	4	5	6	7
12	1	2	3	4	5	6	7	92	1	2	3	4	5	6	7	112	1	2	3	4	5	6	7
13	1	2	3	4	5	6	7	93	1	2	3	4	5	6	7	113	1	2	3	4	5	6	7
14	1	2	3	4	5	6	7	94	1	2	3	4	5	6	7	114	1	2	3	4	5	6	7
15	1	2	3	4	5	6	7	95	1	2	3	4	5	6	7	115	1	2	3	4	5	6	7
16	1	2	3	4	5	6	7	96	1	2	3	4	5	6	7	116	1	2	3	4	5	6	7
17	1	2	3	4	5	6	7	97	1	2	3	4	5	6	7	117	1	2	3	4	5	6	7
18	1	2	3	4	5	6	7	98	1	2	3	4	5	6	7	118	1	2	3	4	5	6	7
19	1	2	3	4	5	6	7	99	1	2	3	4	5	6	7	119	1	2	3	4	5	6	7
20	1	2	3	4	5	6	7	100	1	2	3	4	5	6	7	120	1	2	3	4	5	6	7
21	1	2	3	4	5	6	7	101	1	2	3	4	5	6	7	121	1	2	3	4	5	6	7
22	1	2	3	4	5	6	7	102	1	2	3	4	5	6	7	122	1	2	3	4	5	6	7
23	1	2	3	4	5	6	7	103	1	2	3	4	5	6	7	123	1	2	3	4	5	6	7
24	1	2	3	4	5	6	7	104	1	2	3	4	5	6	7	124	1	2	3	4	5	6	7
25	1	2	3	4	5	6	7	105	1	2	3	4	5	6	7	125	1	2	3	4	5	6	7
26	1	2	3	4	5	6	7	106	1	2	3	4	5	6	7	126	1	2	3	4	5	6	7
27	1	2	3	4	5	6	7	107	1	2	3	4	5	6	7	127	1	2	3	4	5	6	7
28	1	2	3	4	5	6	7	108	1	2	3	4	5	6	7	128	1	2	3	4	5	6	7
29	1	2	3	4	5	6	7	109	1	2	3	4	5	6	7	129	1	2	3	4	5	6	7
30	1	2	3	4	5	6	7	110	1	2	3	4	5	6	7	130	1	2	3	4	5	6	7
31	1	2	3	4	5	6	7	111	1	2	3	4	5	6	7	131	1	2	3	4	5	6	7
32	1	2	3	4	5	6	7	112	1	2	3	4	5	6	7	132	1	2	3	4	5	6	7
33	1	2	3	4	5	6	7	113	1	2	3	4	5	6	7	133	1	2	3	4	5	6	7
34	1	2	3	4	5	6	7	114	1	2	3	4	5	6	7	134	1	2	3	4	5	6	7
35	1	2	3	4	5	6	7	115	1	2	3	4	5	6	7	135	1	2	3	4	5	6	7
36	1	2	3	4	5	6	7	116	1	2	3	4	5	6	7	136	1	2	3	4	5	6	7
37	1	2	3	4	5	6	7	117	1	2	3	4	5	6	7	137	1	2	3	4	5	6	7
38	1	2	3	4	5	6	7	118	1	2	3	4	5	6	7	138	1	2	3	4	5	6	7
39	1	2	3	4	5	6	7	119	1	2	3	4	5	6	7	139	1	2	3	4	5	6	7
40	1	2	3	4	5	6	7	120	1	2	3	4	5	6	7	140	1	2	3	4	5	6	7
41	1	2	3	4	5	6	7	121	1	2	3	4	5	6	7	141	1	2	3	4	5	6	7
42	1	2	3	4	5	6	7	122	1	2	3	4	5	6	7	142	1	2	3	4	5	6	7
43	1	2	3	4	5	6	7	123	1	2	3	4	5	6	7	143	1	2	3	4	5	6	7
44	1	2	3	4	5	6	7	124	1	2	3	4	5	6	7	144	1	2	3	4	5	6	7
45	1	2	3	4	5	6	7	125	1	2	3	4	5	6	7	145	1	2	3	4	5	6	7
46	1	2	3	4	5	6	7	126	1	2	3	4	5	6	7	146	1	2	3	4	5	6	7
47	1	2	3	4	5	6	7	127	1	2	3	4	5	6	7	147	1	2	3	4	5	6	7
48	1	2	3	4	5	6	7	128	1	2	3	4	5	6	7	148	1	2	3	4	5	6	7
49	1	2	3	4	5	6	7	129	1	2	3	4	5	6	7	149	1	2	3	4	5	6	7
50	1	2	3	4	5	6	7	130	1	2	3	4	5	6	7	150	1	2	3	4	5	6	7

2.5 WARRANTY TERMS AND CONDITIONS

1. Provide a detailed 3-year Warranty Plan.
2. Scanner installation is a pre-requisite with 100% operational status.

2.6 MAINTENANCE SERVICE CONTRACT

1. Provide a detailed 3-year Product Maintenance Plan.
2. Enter into a Service Level Agreement with the Department.
3. Provide Progress Report for every maintenance service carried out, product durability and general satisfaction survey.
4. Provide a swap-out unit contingency to ensure minimal service delivery disruption.

3. EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Mandatory requirement evaluation	YES
Stage 3	Price and Specific Goals (80/20)	YES

The bidder must qualify in each stage to be eligible to proceed to the next stage of the evaluation.

3.1 STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION

3.1.1 ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DEPARTMENT is unable to verify whether the pre-qualification requirements are met, then the DEPARTMENT reserves the right to –
 - a) Reject the bid and not evaluate it, or
 - b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

3.1.2 ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a **bid response documentation pack**.
 - a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - b) in the correct format as one original document, one copy and an electronic copy in PDF format (nonerasable media to be used). Any variance between artefacts will result in disqualification.
- (2) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).
- (3) The total Bidding price must be written correctly and in full.
- (4) The price of the bid will be firm for the duration of the contract. As indicated on Standard Bidding Document (SBD)1 and 3.1
- (5) All Standard Bidding Documents forms submitted with the bid must be completed and signed. Failure to do so may invalidate the bid.
- (6) Certified ID copies of Company Members and Shareholders, at the point of submission, failure to submit will result in the disqualification of the bidder.
- (7) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
- (8) Bidders must be registered on the Central Supplier Database (CSD) and provide summary report that has a compliant TAX status and valid banking details.
- (9) No late bids shall be accepted.
- (10) Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders.

The department will not take queries 5 days before the closing date.

- (11) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.
- (12) Bids should be held valid for a period of 90 days.
- (13) The Department of Employment and Labour reserves the right to at any given time request additional information for clarification purposes during the evaluation process of this bid.

Proposals should be submitted to:

Department of Employment and Labour,

Laboria House

215 Francis Baard Street,

Pretoria

0002

3.2 STAGE 2: MANDATORY REQUIREMENTS

3.2.1 INSTRUCTION

- (1) The bidder must comply with **ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder must provide a **unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DEPARTMENT reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder must **complete the declaration of compliance** as per section 3.2.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder must comply with **ALL the MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation. Failure to comply with the mandatory requirements will lead to the bid being disqualified.

3.2.2 SPECIFIC MANDATORY REQUIREMENTS

ONLY proposals responsive to these requirements as stipulated shall be evaluated and accepted. A service provider shall not be appointed to provide a service for which they are not accredited.

A. Specifications of 2 x large-size OMR AND COLOUR IMAGING SCANNERS are outlined below:

- 1) Throughput scan up to at least 100 sheets per minute in OMR mode.
- 2) Automatic Feeder capacity of up to at least 500 sheets, with output stackers for collection
- 3) Dual read heads, detects grayscale, ink and pencil read capabilities, mark discriminating facility
- 4) Open feed path design with multi feed monitor and detection
- 5) Self-diagnostic capability

B. The following scanners’ requirements are mandatory, and bidders are to indicate compliance by completing information required on the column below. A bidder, who does not comply fully with each of this mandatory requirement, shall be regarded as non-compliant and the bid SHALL be disqualified

MANDATORY REQUIREMENTS (THE SOFTWARE COMPATIBILITY) <u>Bidders will be evaluated on an 80/20 Preference point system where 80 points will be given to the lowest acceptable price and 20 will be allocated in terms of the specific goals as contemplated on the Preferential Procurement Regulations (PPR 2022)</u> <u>First Bidders must comply with the mandatory requirements on a PowerPoint presentation, thereafter the top 3 shortlisted suppliers will be subjected to the physical Demonstration</u>	SUBSTANTIATING EVIDENCE OF COMPLIANCE (used to evaluate bid)	EVIDENCE REFERENCE (to be completed by bidder)
SCANNER DEMONSTRATION AND PRESENTATION The service provider uses the simplistic mode to showcase the basics of scanning devices, such as optical scanners, barcode scanners, and character mark recognition scanners. It also shows some examples of how scanners are used in different fields and applications. Demonstrate the ability to provide a throughput scan up to at least 100 sheets per minute in OMR mode and feeder capacity of up to at least 500 sheets.		
SCANNER FEATURES AND FUNCTIONALITY The scanner has the advanced resolution to capture images, text, or objects and convert them into digital files that can be stored, edited, or shared on a computer. It has the optical character recognition (OCR) software that analyses the image and converts it into a CSV, Xsls, and Text files document. Scanner feature is able to yield effective, accurate and precise requisite outcomes. Demonstrate the archiving capabilities of the scanning software.		
SCANNER PERFORMANCE & RELIABILITY Demonstrated the general operations, performance and reliability of the scanner from start to end by the authorised technical service provider by giving a detailed explanation during the scanning process, first-line fault-finding, troubleshooting and basic adjustments needed.		
ANSWERSHEET ERROR DETECTION CAPACITY Demonstrate the detection and response according to the customer's needs and preferences, such as ink or holes and corrections on the answer sheet. the scope of coverage, the formal reporting and appropriate resolution of the incidence.		

<p>COMPATIBILITY AND INTEGRATION</p> <p>An appropriate judgement is done by determining as to whether the scanners and its related software are compatible with the existing end user devices and answer sheets based on the specifications as outlined in the tender scanner specification, seamless integration of the scanning software processes and archiving of image clips.</p> <p>existing end user devices and answer sheets based on the specifications as outlined in the tender scanner specification, seamless integration of the scanning software processes and archiving of image clips.</p>		
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3.3 STAGE 3: PRICE AND SPECIFIC GOALS (80/20)

The total price must be VAT inclusive and be quoted in South African Rand (ZAR). In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids on the 80/20 system (80 Price, 20 B-BBEE)

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this RFQ.
- (c) All additional costs must be clearly specified.
- (d) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.

As per the Preferential Procurement Regulations of 2022 in terms of the 80/20 Points system, the 20 points for Specific goals for the Department are allocated, as follows:

- (a) 100% Women Ownership = 5 points;
- (b) 100% SMME/ Exempted Micro Enterprise =6 points
- (c) 100% owned by HDI =4 points
- (d) 100% owned by Disabled individuals =3 points;
- (e) Locality (Gauteng Province) = 2 points (Registered address on CSD will serve as proof)
- (f) Information from point 1 to 5 will be verified through the company's CSD report.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, the Department reserves the right to include or waive the condition in the signed contract.
- (2) the Department reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, the Department will invoke the rights reserved in accordance with subsection 4.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 4.11 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

4.2 SPECIFIC CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with the Department of Employment and Labour.
- (b) **Right of Award.** The Department reserves the right to award the contract for required goods or services to multiple Suppliers including the right to not procure all or any of the items requested.
- (c) **Right to Audit.** The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required services at the addresses referred to in Section 3.1.

4.3 STANDARDS

- (1) Bidders must ensure compliance to all the best practice directives for deployment and configuration of the equipment as per the scope of work.
- (2) The successful bidder is to ensure that the equipment is supplied, delivered and commissioned in good working order.
- (3) The relevant Governmental Legislations, Standards and Policies are to be adhered. Bidders are cautioned to ensure that they are fully aware of the POPI Act.

4.4 INVOICING

- (1) The following procedures can be followed in order to ensure that invoicing is done correctly to the Department of Employment and Labour for services delivered on request:
 - (a) Invoices to be paid by the Department will be done within 30 days after the government order issued to the supplier, was executed and proof of delivery was attached to the invoice.
 - (b) Where applicable S & T claims are governed by the Department of Employment and Labour's approved policy and rates.
 - (c) The Department of Employment and Labour will revise these costs as per the National Treasury's instruction.
 - (d) The Department reserves the right to request proof for any S&T invoiced by the service provider.

4.5 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (1) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (2) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (c) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (d) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;

- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (h) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (i) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (j) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (k) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (l) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

4.6 INTELLECTUAL PROPERTY RIGHTS

- (1) Department of Employment and Labour retains all Intellectual Property Rights in and to Department of Employment and Labour's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of Department of Employment and Labour's Intellectual Property for the sole purpose of providing the Products or Services to Department of Employment and Labour pursuant to this Contract; provided that the Supplier must not be permitted to use Department of Employment and Labour's Intellectual Property for the benefit of any entities other than Department of Employment and Labour without the written consent of

Department of Employment and Labour, which consent may be withheld in Department of Employment and Labour's sole and absolute discretion. Except as otherwise requested or approved by Department of Employment and Labour, which approval is in Department of Employment and Labour's sole and absolute discretion, the Supplier must cease all use of Department of Employment and Labour's Intellectual Property, at of the earliest of:

- (a) termination or expiration date of this Contract;
 - (b) the date of completion of the Services; and
 - (c) the date of rendering of the last of the Deliverables.
- (2) If so required by Department of Employment and Labour, the Supplier must certify in writing to Department of Employment and Labour that it has either returned all Department of Employment and Labour Intellectual Property to Department of Employment and Labour or destroyed or deleted all other Department of Employment and Labour Intellectual Property in its possession or under its control.
- (3) Department of Employment and Labour, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (4) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

4.7 DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 4 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 4 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

5 COSTING AND PRICING

All bid Pricing Schedules (including all the SBD Forms where price is indicated i.e. SBD 1 and SBD 3.1), as indicated in Section 5.4 bid pricing schedule must be submitted with the bid.

5.1 COSTING AND PRICING EVALUATION

5.1.1 ALL PRICING SCHEDULES MUST BE SUBMITTED

5.1.2 In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:

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

5.1.3 The bidder must complete the declaration of acceptance as per section 5.3 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

5.1.4 Bidder will be bound by the following general costing and pricing conditions and Department of Employment and Labour reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between Department of Employment and Labour and the bidder. However, Department of Employment and Labour reserves the right to include or waive the condition in the Contract.

5.2 COSTING AND PRICING CONDITIONS

5.2.1 The bidder must submit the Pricing Schedule(s) as prescribed in section 5.4 as well as the relevant enclosed Standard Bidding Document SBD 1; 3.1;4 ; 6.1 and all other compliance documents

5.2.2 SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

5.2.3 TOTAL PRICE

5.2.4 All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.

5.2.5 The cost of delivery, labour, overtime, etc. must be included in this bid.

5.2.6 All additional costs must be clearly specified.

5.2.7 The pricing must be firm for the period of the proposal.

5.3 DECLARATION OF ACCEPTANCE

[illegible]

5.4 BID PRICING SCHEDULE

Note: Bidders must complete the bid-pricing schedule in the Excel spreadsheet format and include this as part submission.

The Department reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

Note:

- a) Unit and Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE and must be in South African Rand (ZAR) currency.
- b) N: B: *Only quotations based on the above mentioned brands will be evaluated and accepted.
- c) Bidder(s) must not submit quotation for brand(s), which they are not accredited as per SITA engagement model.

- (3) Bidders are expected to add and complete a full Bill of materials and services to be carried out in the format defined as the Table Below.

No	Description	Unit Price (Vat Excl.)	Line Price
1.	Price of the individual Scanner machine with all the required hardwares and software.		
2.	Transportation, installation and testing		
3.	Maintenance Service Contracts, Reports and Recommendations		
4.	Collaborate and Integrate with other existing systems and stakeholders		
5.	End User training		
6.	Maintenance and Support arrangement on already existing Scanners		
7.	SUBTOTAL (VAT Excl.)		
8.	VAT (15%)		
9.	TOTAL (VAT Incl.)		
10.	BID TOTAL		

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

I, the bidder, confirm that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) or rate(s) cover all my obligations and I accept that any mistakes regarding price(s), rate(s) or calculations will be at my own risk. [Note: First convert to PDF, then add signature]		
	Name	Capacity
	Signature (above)	Date

6 ENDORSEMENT

Endorsed by the Bid Specification Committee Chair:

Name: Hlalele, MK

MK Hlalele

Date: 11 October 2024

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee's 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 markets 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 contract 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.

Revised-GCC