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

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

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

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

**INVITATION TO BID**
**Page 2 of 4**

## PART A INVITATION TO BID

### SUPPLIER INFORMATION

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

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

**INVITATION TO BID**

**Page 3 of 4**

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

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

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

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE</b>	
<b>E-MAIL ADDRESS</b>	

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

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILIE</b>	
<b>E-MAIL ADDRESS</b>	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 4 of 4

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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

**RETURNABLE ATTACHMENT**

**GAUTENG PROVINCE**  
 EDUCATION  
 REPUBLIC OF SOUTH AFRICA

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

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

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or \_\_\_\_\_'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

- 8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.
- 9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

**Privacy Laws Compliance Clause**

I, the signatory to this document/form, further warrant and undertake:

- 10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
  - ✓ ensure the lawful processing of Personal Information
  - ✓ secure the integrity and confidentiality of such Personal Information;
  - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
  - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
  - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
  - ✓ apply the acceptable information security practices and procedures.
- 11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention - a unauthorised disclosure of Personal Information.
- 12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 4 of 4

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

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>
<h2 style="margin: 0;">POINT SYSTEM</h2>	<p>Page 1 of 1</p>

<b>BID NUMBER</b>		<b>CLOSING DATE</b>	
<b>VALIDITY OF BID</b>		<b>CLOSING TIME</b>	

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


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

POINT SYSTEM

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

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

<b>SERVICE BASED</b>	<b>Y</b>		<b>N</b>		<b>SERVICE BASED</b>	<b>Y</b>		<b>N</b>		<b>VALUE BASED</b>	<b>Y</b>		<b>N</b>	
<b>VALUE BASED</b>	<b>Y</b>		<b>N</b>											
<b>QUANTITY BASED</b>	<b>Y</b>		<b>N</b>											
<b>TERM BASED</b>	<b>Y</b>		<b>N</b>											

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration


- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State Institution

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

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.


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

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

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





 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<b>EVALUATION METHODOLOGY PROCESS</b>	Page 3 of 3

## BIDDERS JOB CREATION ANALYSIS

<b>Company Name</b>		<b>Date Established</b>	
---------------------	--	-------------------------	--

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

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

### Comments to include:

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

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

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



---

## TERMS OF REFERENCE

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

### Disclaimer

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

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

## Table of Contents

1. Background	3
2. Legal Framework	4
3. Project Brief	8
4. Scope of Work / Key Deliverables	12
5. Evaluation	28
6. Format and Submission of Bids	48
7. Specific Conditions of Contract	51
8. Timeframes	53
9. Penalties/Warranties	53
10. Instructions for the Proposal	54
11. Declaration	56

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

## **1. BACKGROUND**

The Gauteng Department of Education (GDE) has an obligation to provide teaching and learning support material to all learners and teachers in about 2211 Public Ordinary Schools, spread across the 15 Districts in the Province. The Public Ordinary Schools have been classified under various categories, that is No/Fee Paying Schools (Mainstream schooling), Schools for Learners with Special Educational Needs (LSEN), Early Childhood Development (ECD) sites and Teacher Development Centres. All these Public Ordinary Schools are either allocated a Section 21.1c function or not allocated Section 21.1c function.

Further, the GDE has embarked on a reorganisation programme that seeks to strengthen excellence in the education system by aligning the education output with the country economic demands and the National Development Plan objectives. In that, the GDE has rolled out the Schools of the Future Paperless Classroom Programme in 605 Schools. The 605 schools are categorised into two (2), that is the Full ICT Schools and the No/Fee Paying Secondary Schools. In these two subcategories of schools, curriculum implementation is aimed towards matching the current world teaching standards and thus is driven by the use of various ICT Tools (e-LTSM) and to some extent writing materials (LTSM: Stationery). The provided ICT tools in these schools have the capabilities to support teaching and learning within and outside the school environment.

This implementation approach is guided by the GDE's Strategic Framework Goals which amongst others, intend to 'create a first-class education administration focused on supporting a modern and innovative school and classroom' to all schools. At the centre of GDE Strategic Framework, is the provisioning of LTSM and e-LTSM support services to the Public Ordinary Schools, which includes a variety of learning support material, to name a few this will include textbooks, digital content, stationery, ICT Devices, etc.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

It is from this background that the GDE intends to appoint a service provider with which to partner for provisioning of end to end procurement services and project management service(s) in the provisioning and distribution of learning and teaching support material (LTSM), and electronic learning, teaching and support materials (e-LTSM) to GDE institutions for a fixed term period of three (3) years. The specific details on the requirements are entailed in the subsections of this document.

## **2. LEGAL FRAMEWORK AND DEFINITIONS**

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

- a) The Constitution of the Republic of South Africa, Act No. 108 of 1996, as amended;
- b) Public Finance Management Act No. 1 of 1999, as amended;
- c) Preferential Procurement Policy Framework Act No. 5 of 2000, as amended;
- d) Preferential Procurement Regulations of 2022;
- e) Broad-Based Black Economic Empowerment Act No. 53 of 2003, as amended;
- f) The South African Schools Act No. 84 of 1996, as amended;
- g) Gauteng Schools Education Act No. 6 of 1995, as amended;
- h) National Education Policy Act No. 27 of 1996, as amended;
- i) Public Service Act, 1994 Proclamation No. 103 of 1994, as amended;
- j) Protection of Personal Information Act No. 4 of 2013, as amended;
- k) Promotion of Access to Information Act No. 2 of 2000, as amended;
- l) Promotion of Administrative Justice Act No. 3 of 2000, as amended;
- m) Protection of Information Act No. 84 of 1982, as amended;
- n) Occupational Health and Safety Act No. 61 of 2001, as amended;
- o) Disaster Management Act No. 57 of 2002, as amended;
- p) National Environmental Waste Amendment Act No. 26 of 2014, as amended;

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- q) Minimum Information Security Standards;
- r) Public Service Act No. 103 of 1994, as amended;
- s) Employment of Educators Act No. 76 of 1998, as amended;
- t) National Small Business Act No. 102 of 1996, as amended;
- u) Co-operatives Management Act No. 14 of 2005, as amended;
- v) Electronic Communications Act No. 36 of 2005, as amended;
- w) Electronic Communications and Transactions Act No. 25 of 2002, as amended;
- x) White Paper 6 on e-Education.

## **2.2 INTERPRETATIONS AND DEFINITIONS**

The headings of the clause in this Terms of Reference (ToR) are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this ToR. Unless a contrary intention clearly appears:

**2.2.1** The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely

**2.2.1.1 Aggregation** The process of putting together the digital content sources from various providers in one single hub / e-reader for easy access of content in one centralised location in the ICT Device. This includes:

- Activating system software, configuring digital content for compatibility with the ICT Device for easy use by the end-user.
- Generation of unique product key for the uniquely preloaded system software and digital content in an ICT Device.

**2.2.1.2 CPI** means consumer price index.

**2.2.1.3 DBE** means the Department of Basic Education.

**2.2.1.4 Digital Content Bundle** aggregated digital content bundled as per the user profile and identified by a unique product key.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- 2.2.1.5 **District** means those geographical areas as determined by the GDE and within which public ordinary schools are located.
- 2.2.1.6 **ECD** means early childhood development.
- 2.2.1.7 **e-LTSM** means Electronic Learning Teaching Support Materials including SITSM.
- 2.2.1.8 **GDE** means the Gauteng Department of Education, a department in the Provincial Government of Gauteng, established under the directive of the Constitution of the Republic of South Africa Act 108 of 1996, situated at 17 Simmonds Street, Johannesburg, 2001.
- 2.2.1.9 **GPG** means the Gauteng Provincial Government.
- 2.2.1.10 **HDMI** means high-definition multimedia interface.
- 2.2.1.11 **ICT** means information and communications technology.
- 2.2.1.12 **Intellectual Property** means, collectively, patents, trademarks, designs, models, copyright, Know-How, inventions, trade and business secrets, and any other type of intellectual property that is used or held in connection with a Party's business, regardless of whether such intellectual property is currently used or held or is registered or unregistered. Intellectual Property further includes any other right to apply for the registration, use or protection of same;
- 2.2.1.13 **Know-How** means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with a Party's business, information regarding marketing and promotion of its business, as well as all and any modifications or improvements to any of them which do not constitute entirely new services or products. Know-How that is in the public domain on the Effective Date or which enters the public domain subsequent to the Effective Date through no act or omission by a Party, is excluded from this definition.
- 2.2.1.14 **LED Board** means a digital electronic display device that uses Light Emitting Diode (LED) technology to render visual content, including text, images, graphics, animations, and video.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- 2.2.1.15 **Losses** means any losses, damages, liabilities, costs, expenses, fines, penalties and claims, and all related costs and expenses. Losses include legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation and interest.
- 2.2.1.16 **LTSM** means learning and teaching support material.
- 2.2.1.17 **MDM** Mobile Device Management Solution to enable content updates and content encryption to avoid accidental deletion by the end user.
- 2.2.1.18 **OEM** means Original Equipment Manufacturer.
- 2.2.1.19 **Order** means either a Change Order or a Purchase Order, as the case may be to secure services.
- 2.2.1.20 **Parties** means the Service Provider and the GDE respectively.
- 2.2.1.21 **PAT** means subjects with Practical Assessment Tasks.
- 2.2.1.22 **PFMA** Public Finance Management Act 1 of 1999.
- 2.2.1.23 **POS** means Public Ordinary Schools.
- 2.2.1.24 **PPFA** Preferential Procurement Policy Framework Act 5 of 2000 and its regulations.
- 2.2.1.25 **Preloading** loading of digital content (e-Books, e-Supplementary Materials, Multimedia Content), system software's in the ICT devices so that they are available on and offline for usage by the end-user .
- 2.2.1.26 **Profiling** A process of gathering and interpreting curriculum needs for an individual user, group or classroom to inform e-LTSM provisioning (Hardware & Software).
- 2.2.1.27 **Retrieval** e-LTSM/ITSM collected from schools or brought in by schools for the purpose of repairs, refreshing, and re-image of e-content to update and load the devices with the most relevant and updated operating system, third party software.
- 2.2.1.28 **SD-CARD** means non-volatile, removable flash memory storage devices used in computers, phones, and consoles to store data and videos

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

2.2.1.29 **SITSM** means Schools Information Technology Services Management . which refers to ICT Hardware devices (Classroom LED Boards, Teacher Laptop, Learner Tablet Devices, and supporting software).

2.2.1.30 **Supplementary or e-supplementary material** means all additional learning and teaching materials (which is beyond the core textbooks on the approved national catalogue) meant to address a specific curriculum and subject specific needs particularly for learners i.e. study guides, simulations, videos, exam solutions, assistive devices, career guidance material, library books, HIV/AIDS related Materials, etc., these materials support and enhance teaching and learning.

2.2.1.31 **VAT** means value added tax in terms of the Value Added Tax Act, No. 89 of 1991, as amended.

2.2.1.32 **Workstream** means internal GDE Directorates responsible for ICT programme implementation. There is a Workstream that guide and manage provisioning of Digital Content, Learner Devices, School Connectivity and technical support.

### **3. PROJECT BRIEF**

3.1 The appointed service provider is expected to render end-to-end Procurement and Project Management Services for both the LTSM and e-LTSM to the GDE Institutions. The GDE Institutions will include:

3.1.1 Schools without Section 21.1c function, selected or prioritized Schools with Section 21.1c function, Schools of Specialisations, LSEN schools, Grade R Sites and Teacher Development Centres across the fifteen (15) GDE Districts.

3.1.2 Currently there are 605 ICT Institutions (Schools and Teacher Development Centres in District Offices) that the GDE has rolled out the “Schools of the Future Paperless Classroom Programme” to. The ICT schools have been categorised into two (2) categories, that is the Full ICT Schools and the No Fee-Paying Secondary Schools.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

Through this Request for Proposal, the GDE intends to increase and strengthen the ICT Programme implementation by continuing rolling out the Classroom ICT Solution (Classroom LED Boards), Teacher Laptop Devices, Learner Devices, Connectivity solution and introduce new ICT innovations that support the 4IR and 5IR Skills.

Further, the GDE intends to increase the use of Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR) tools that are supported by Artificial Intelligent Software to support teaching and learning in Schools. It is furthermore intended to ensure that the device conditions are kept in working conditions to allow teaching and learning to happen without any hinderances. This is achieved through a process called Year End Tablet Retrieval (YETR), which entails the collection of devices from schools for purposes of assessment, repair or refurbishment and content reloading in preparation for the next academic year. This process also means that the service provider will have to assist schools with the management of the disposal of ICT assets at the end of their useful lifecycle when they are declared non-functional and beyond economical to repair. It is important to highlight that the current ± 605 GDE Institutions (which does not exclude additional schools identified by GDE going forward) are currently benefiting from the current ICT Programme implementation, and some might have been completed in terms of the rollout but will require maintenance and support services.

**3.2 The LTSM and e-LTSM Services will encompass end-to-end procurement and provisioning of:**

**3.2.1 The LTSM Support Services which will include:**

- a) Learning and Teaching Support Material (LTSM), supplementary LTSM and stationery to Schools without Section 21.1c function, selected or prioritized Schools with Section 21.1c function, LSEN schools and Grade R sites in the fifteen (15) GDE Districts.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- b) The appointed service provider (s) is also expected to package and distribute supplementary equipment and any other resources required by the schools and institutions of learning. It must be understood that the provision of resources in Grade R sites is determined annually based on the available budget and the needs of each school.
- c) The appointed service provider (s) will also be expected to procure and warehouse LTSM and e-LTSM, supplementary LTSM and stationery and distribute to GDE institutions.
- d) The appointed service provider(s) will be required to have an automated mechanism, set of tools for project planning, execution, tracking and reporting on all e-LTSM and LTSM Projects and ensure audit readiness.
- e) This will allow the department to have access to the records in order to be able to monitor the supply, delivery, and also monitor inventory and retention management with the ability to issue and retrieve LTSM and e-LTSM resources during the academic year.

**3.2.2 e-LTSM Support Services which will include:**

- a) Provide end to end Project Management Services in the procurement and provisioning e-LTSM to all the GDE Institutions that are participating in the Schools of the Future Paperless Programme Implementation.
- b) Procure and deliver ICT devices i.e. Teacher Laptops, Learner Tablet devices, Classroom LED Boards and related accessories as informed by GDE needs and specifications.
- c) Procure and Aggregate digital content, Pre-load ICT devices with digital content, package ICT Devices, provide warehousing activities that are associated with ICT Device Provisioning, and deliver the ICT Tools to identified GDE institutions.
- d) Develop and update a catalogue of Digital Resources (Hardware and software) as guided by the approved DBE Textbook Catalogue and DBE Standards for ICT Hardware for Schools.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- e) Provide technical and maintenance support that will include the retrieval, repair, refresh, tracking and replacement of devices when required on e-LTSM.
- f) Conduct advocacy training (including onboarding, mediation, ICT awareness and change management in GDE institutions) and provide advocacy materials in a digital format and paper based (not limited to posters, pamphlets, guideline documents, etc.) on the utilisation of ICT resources where applicable.
- g) The appointed service provider will be required to work with schools and teacher centres to manage the disposal and full eWaste lifecycle process.

### **3.3 Delivery Timelines**

The required services will be provided within the Education Sector Plan for provisioning of e-LTSM and LTSM to support teaching and learning. Thus, the required services to be rendered should align to the GDE planning cycle for LTSM and e-LTSM resource provisioning.

#### **3.3.1 The LTSM Planning Cycle is as follows:**

The GDE planning cycle for textbooks commences in April with schools requisitioning the textbooks needs for submission to District Offices in May, who then submit these requirements to GDE Head Office in June. At this point GDE will place orders with the appointed service provider for delivery between August and October for utilization in the following academic year.

#### **3.3.2 The e-LTSM Planning Cycle is as follows:**

- a) The e-LTSM planning cycle commences in April with schools profiling individual user curriculum needs, which include the classroom, teacher, and learners. These are then verified and approved between July and December.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- b) This will inform requisitioning which will be completed once the schools have submitted the end of the year progression schedules. This data is then used to prepare ICT devices accordingly for the next academic year. It is important to highlight that learner devices may be retrieved where necessary towards the end of the academic year (November – December) for repairs, content updates and refresh in preparation for the next/new academic year.
- c) After the digital content has been preloaded on the learner devices, the GDE e-Learning Officials and the Schools' ICT Committee members will conduct Quality Assurance to verify device functionality and confirm if the digital content has been preloaded according to the signed-off user profiles provided by the schools. The Quality Assurance exercise is conducted before the devices are delivered to schools.
- d) The GDE requires all prepared learner devices to be delivered to schools by the third week of February of the new academic year. In cases where learner devices are procured in the middle of the year, the GDE will provide guidance on the timelines for device preparation and delivery to schools.

#### **4. SCOPE OF WORK**

The scope of work will further provide details on the key deliverables for LTSM and e-LTSM as follows:

##### **4.1 PROCUREMENT OF LTSM and e-LTSM**

###### **4.1.1 Procurement of LTSM**

- a) Procure and deliver textbooks based on the approved National Catalogue for Grades R - 12, languages and content subjects.
- b) Procure and deliver Teacher Stationery and Learner Stationery Packs for Grades R-12, as per specification that will be provided by GDE.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- c) Procure and deliver supplementary Learning and Teaching Support Material outside the approved core textbooks (study guides, simulations, videos, exam solutions, assistive devices, career guidance material, library books Maths Science and Technology related consumables/equipment, HIV/AIDS & ECD related material).
- d) Procure and Install Outdoor equipment for ECD in schools and ECD Centres.
- e) Procure and deliver ECD Indoor Resources (including classroom furniture), ICT Interactive Materials.
- f) Procure and deliver Practical Assessment Tasks (PAT) consumable resources for all PAT subjects based on annual supplied specifications.

**4.1.2 Procurement of ICT Devices:**

Procure and deliver ICT Devices as per approved specifications provided by the GDE for:

- a) Teacher solution laptops.
- b) Learner solution tablet devices.
- c) Classroom solution LED/Interactive boards, mobile classroom solution, and connectivity devices, Virtual Reality Tools, Augmented Reality Tools, Mixed Reality Tools, and Simulators supported by Artificial Intelligent Software Solution, and any other forms of ICT resources as directed by GDE.
- d) Procure fit for purpose ICT consumables and accessories as may be needed, which could include Laptop/tablet chargers, tablet device covers, LED Boards pens or services, power cables, HDMI Cables, SD-Cards and related services etc. Procure suitable spares for the maintenance and support of the devices as directed by GDE.
- e) Procurement of operating system software that support device functionality and the digital content that support teaching and learning. This could be provided through a licensing model.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- f) Procurement of Coding and Robotics kits for identified schools.
- g) GDE will make available specialist(s) for the testing of ICT devices against the specification provided prior to the finalisation of delivery of ICT devices to the warehouse.
- h) The appointed Service provider will also manage the installations of ICT devices in schools as guided by GDE and relevant suppliers, and keep relevant documentation in this regard i.e., PODs, Installation Certificates, Asset Registers, School sign offs, etc.

**4.1.3 Procurement of Tracking Solution for ICT Devices**

- a) **The bidders are expected to propose to GDE a tracking solution that must include amongst others:**
  - i. Solution on classroom device tracking , incident response, tracking dashboard availability, and linkages with law enforcement agencies, etc.
  - ii. Provide periodic reporting and or as and when required by GDE on ICT Device recovery and replacement.
- b) The successful bidder will be required to source and procure Device Tracking Solution as per the GDE approved specification, provide and install high quality tracking solution (hardware and software) that will also ensure tracking possibilities even in the absence of electricity supply.

**4.1.4 Procurement of Digital Content:**

- a) The Service provider should have a digital system that will enable the procurement, aggregation and bundling of e-Books to avail them to schools.
- b) In collaboration with GDE, Source, procure and provide various forms of Digital Content for all participating grades (Grade R – 12) as follows:
  - i. e-Books: e-PDF format, e-Pub, and enhanced e-book.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- ii. e-Supplementary / Multimedia Digital Content, Educational Apps as guided by GDE curriculum needs (GDE will provide detailed specifications).
  - iii. Specialised Multimedia Digital Content to support the Schools of Specialisations and other ICT Innovations/Advancements like Augmented Reality, Virtual Reality (VR) and Mixed Reality Tools (MR) supported by Artificial Intelligent Software.
  - iv. Digital Content to support the implementation of Virtual Classrooms in the GDE.
  - v. Question/Item Banks to support online Assessment activities.
- c) Update annually the e-Books and Multimedia Digital Content Catalogue to accommodate newly approved Digital Content material, by DBE and GDE.
  - d) Refresh e-Content on the ICT devices (laptops, tablets, LED boards, Virtual Reality Tools etc.) by updating operating, systems software, renew e-Content licenses for e-books and multimedia digital content on the retrieved ICT devices in preparation for the next academic year.
  - e) Collaborate with the GDE to manage (the process of and) upload newly developed or procured digital content onto a Content Platform, that is accessed by all GDE Schools, learners and Educators. This activity may include close working relations with the digital content providers that would have been identified.
  - f) Collaborate with the GDE on the development, design and procurement of ICT utilisation advocacy material (text and digital format) and avail it to schools, onboard the end-user (teachers, learners and GDE officials) on effective ways to utilise and manage the provided ICT Tools. This activity will be conducted annually with the identified schools, as part of ICT awareness towards supporting schools to be e-Matured.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- g) Collaborate with the GDE to develop and or update the ICT Frameworks that are aimed towards the sustainability of the GDE ICT Programme by ensuring standardisation, acceptable pricing model for ICT Tools (devices, digital content, connectivity) and accommodative to new ICT innovations to enhance classroom practices.
- h) Catering for the procurement of replacement of damaged / outdated devices, software licenses, and accidental deletion of software / digital content etc.

**4.1.5 Aggregate and Pre-load Digital Content:**

- a) Aggregate new and retrieved ICT Devices, by pre-loading and activating the system software, e-Books, Multimedia Digital Content, GDE Freely available content and any other application that support the ICT devices. (Deployment & Activation of Operation Systems, Third-Party Applications, Core application and Mobile Device Management System).
- b) Aggregate e-Books, Multimedia Digital Content and GDE Freely available content as per user profile (teacher, learner, classroom, and servers where applicable).
- c) Aggregate the Digital Content with an e-reader which has the capability to enable the user to highlight, bold, underline, make notes, save and retrieve notes, support e-Pubs with embedded short videos, assessments, drag and drop, etc.
- d) Pre-loading of the aggregated Digital Content as per user profile on the retrieved and new ICT devices (teacher, learner, classroom, Virtual Reality Tools, Augmented Reality and Mixed Reality Tools). The successful bidder should also have the capacity to download the digital content (e-Books and Multimedia) onsite at the school when required.
- e) Capacity to pre-load a minimum of 10 000 learner devices per day with digital content and related support system softwares.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**NB:** Currently there are about ± 165 000 learner Devices that have been provided to schools, and these are being retrieved on annual basis (end of the year) for repairs (where necessary), content and system update and must be returned to schools at the beginning of the academic year to support teaching and learning.

- f) Encrypt the pre-loaded digital content to avoid deletion and unauthorized duplication of e-Content.
- g) In collaboration with GDE, provide the Mobile Device Management (MDM) solution in ICT Devices, with capabilities to manage devices, apply security policies, update system software and digital content (e-books and e-supplementary materials) remotely. The provided MDM solution should have capabilities to encrypt the digital content to prevent unauthorised sharing of content, prevent the user from deleting content and enable reporting on the utilisation.
- h) Dedicated infrastructure to enable device repairs, re-flashing and upgrade of software, digital content in the ICT Device. Avail space for an estimated minimum of 50 GDE officials to conduct Quality Assurance of the preloaded content in the ICT Devices.
- i) Provide a call logging facility with capabilities of remote support.

## **4.2 PACKAGING OF LTSM & e-LTSM**

### **4.2.1 Packaging of LTSM:**

- a) Picking and packaging of textbooks per grade per subject for each school (using schools' distribution list).
- b) Picking and packaging of supplementary resources per grade and per subject for each school.
- c) Packaging of office stationery and resource tools for teachers for each school.
- d) Packaging stationery for learner stationery packs for Grade R-12 as per specification.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- e) Correct Labelling and Packaging of PAT Consumable Resources per school, per grade, per learner, in the case of the Arts.
- f) Labelling of all LTSM resource material per school, per grade and per subject.
- g) Provide an asset and stock register as and when required.
- h) Packaging of supplementary equipment and any other resources required by schools and institutions of learning.

**4.2.2 Packaging of e-LTSM:**

- a) Packaging of new and retrieved ICT devices: per school, per grade, per class, per user (Name & Surname).
- b) Package and label e-content as per user profile.
- c) Labelling of all resource material:
  - i. ICT Devices: per school, per grade, per class, per learner or teacher
  - ii. Barcoding/Asset tagging of school assets.
- d) Generate asset and stock registers (Templates should be user friendly, i.e. should separate columns for each unique filed).
- e) Packaging of advocacy material per item type.
- f) Packaging of Coding & Robotics kits for identified schools.
- g) Packaging of supplementary equipment and any other resources required by schools and institutions of learning.

**4.3 RISK MANAGEMENT**

**4.3.1 The Bidder(s) is expected to demonstrate measures to mitigate risks related to :**

- a) Delays in the procurement and late deliveries of LTSM and/or e/LTSM.
- b) Damage of LTSM and/or e/LTSM during transportation and/or delivery to schools.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- c) Failure of devices (Classroom, Teacher and Learner) during production.
- d) Loss of LTSM and/or e-LTSM during transit.
- e) Loss of LTSM and/or e-LTSM during warehousing.

#### **4.4 WAREHOUSING REQUIREMENT AND ACTIVITIES OF LTSM AND E-LTSM**

##### **4.4.1 Warehousing requirement**

- a) There must be electronic and physical security at the warehouse premises.
- b) Provide a warehouse facility that is at minimum of 20 000m<sup>2</sup> in size or proof of leasing if out-sourcing to cater for all the LTSM and e-LTSM needs. The warehouses may not be in more than two (2) separate premises and **must be within the Gauteng Province**. The appointed service provider must clearly outline space usage for both LTSM and e-LTSM activities. The appointed service provider must clearly outline, and detail utilisation split i.e. how much space will be used for LTSM, e-LTSM (newly procured and retrieved), repairs/refurbishment centre, digital content aggregation and preloading, quality assurance of preloaded digital content, and office space.
- c) The warehouse and its contents must be insured once the tender is awarded as part of the contracting process/conditions.
- d) The insurance for goods in transit must also be provided once the tender is awarded.
- e) Provide a floor plan with clear demarcations for workstations in line with the **ISO 9001:2015** Quality Management System. The valid and authentic certification must be issued by a relevant authority i.e. SANAS, SABS, Bureau Veritas South Africa etc.
- f) Clear outlined systems to receive, store and dispatch materials.
- g) Workstations available for evaluation of PAT consumables and ICT devices prior to being dispatched to schools.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- h) Proof of valid Occupational Health and Safety Compliance Certificate with a minimum of **ISO 45001:2018**. This certificate must be valid, authentic and issued by a relevant authority i.e. SANAS, SABS, Bureau Veritas South Africa etc.
- i) Proof of valid Environmental Management certificate with a minimum of **ISO 14001:2015** This certificate must be valid, authentic and issued by a relevant authority i.e. SANAS, SABS, Bureau Veritas South Africa etc.

**4.4.2 Warehousing Activities of LTSM:**

- a) Provide dedicated storage for LTSM textbooks, supplementary material, stationery, and resource tools.
- b) There must be dedicated workstations for picking and packaging of LTSM.

**4.4.3 Warehousing Activities of e-LTSM:**

- a) Provide dedicated storage for new ICT Devices, Advocacy Materials, and Virtual Reality Tools, Augmented Reality and Mixed Reality Tools and other ICT Resource tools that support teaching and Learning.
- b) Provide dedicated storage and space for e-LTSM devices (for: pre/re-loading, refreshing, assessment and repairs) as well as safekeeping in cases where schools require the latter service.
- c) Provide storage for retrieved SITSM devices for refresh and repair of ICT devices (Learner devices, Teacher Laptops, LED Boards and OPS unit).
- d) There must be dedicated workstations for packaging of ICT devices which could also include the Coding and Robotics Kits.
- e) There must be dedicated workstations for the picking and packaging of e-LTSM.
- f) There must be dedicated workstation for Quality Assurance of packaged devices and Preloaded Digital Content by GDE Officials (50 Officials: Head Office & District Office).

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- g) Visible demarcation for all e-LTSM activities.
- h) Dedicated space and storage for Device Assessment and Repairs. This activity will entail checking hardware and software conditions and functionality end-to-end, including the motherboard and related accessories.

#### **4.5 DISTRIBUTION, LOGISTICS AND TRACKING OF LTSM & E-LTSM**

The successful bidder will be required to provide a minimum of 15 trucks with a minimum size of 2 tons. The required 15 trucks will at least guarantee delivery for both e-LTSM and LTSM to all 15 districts.

##### **4.5.1 Distribution and tracking of LTSM:**

- a) Distribute all LTSM resources to a specific school(s) and ECD centres.
- b) Track and monitor the delivery of LTSM resources to schools.
- c) Provide logistics related to loading and transportation of the procured resources.
- d) Provide transportation for LTSM resources.
- e) Electronic and physical security for the goods in transit from warehouse to GDE schools and ECD centres.
- f) Inform the respective directorates about the delivery especially PAT consumables for the final PAT examination.
- g) Distribution of supplementary equipment and any other resources required by schools and institutions of learning.

##### **4.5.2 Distribution and tracking of e-LTSM:**

- a) Distribute all preloaded e-LTSM resources (new and retrieved) to a specified GDE Institutions and where required install the e-LTSM resources.
- b) Track and monitor the delivery of e-LTSM resources to schools.
- c) Provide logistics related to loading and transportation of the procured resources.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- d) Prepare schedules and communicate the delivery and installation of classroom ICT devices to schools.
- e) Installation of classroom ICT devices in the identified schools.
- f) Inform the respective directorates on progress about the deliveries.

#### **4.6 RETRIEVAL AND ASSESSMENT OF LTSM AND e-LTSM**

##### **4.6.1 Retrieval of e-LTSM:**

The service provider should have systems in place to enable:

- 4.6.1.1 Retrieval of the learner devices which are provided to schools (every academic year end to prepare them for the next academic year).
- 4.6.1.2 Retrieval of the ICT accessories provided to the learners.
- 4.6.1.3 Refresh and re-image of e-Content to update and pre-load all the learner devices with the most relevant and updated operating system, software, Digital Content using a Mobile Device Management Solution.
- 4.6.1.4 Encrypt the pre-loaded digital content to avoid deletion and unauthorised duplication of e-content on retrieved ICT devices.

#### **4.7 SUPPORT FOR GDE AND GDE INSTITUTIONS ON LTSM AND e-LTSM SERVICES:**

- 4.7.1** Provide end-to-end support on LTSM and e-LTSM deliverables to schools, ECD through call centre service, online and onsite.
- 4.7.2** Empower and support GDE Project Management Teams on the creation and management of projects.
- 4.7.3** Assist GDE in implementing project management principles, practices, methodologies, processes tools and techniques.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**4.8 DEVICE ASSESSMENT, REFURBISHMENT AND REPAIRS CENTRE**

The appointed Service Provider will be expected to provide technical personnel with functional capabilities to perform the following activities successfully as and when required by GDE:

- 4.8.1** Dedicated Infrastructure to conduct Technical Assessments on newly procured ICT Devices as to ensure they meet all the technical requirement specifications (Tablets, Laptops & LED Boards).
- 4.8.2** Dedicated Infrastructure to conduct Physical and Technical Assessments of retrieved ICT Devices School by School (Tablets, Laptops & LED Boards).
- 4.8.3** Dedicated Infrastructure to ensure Assembly and/or Repairs and/or Refurbishment of ICT Devices (School by School).
- 4.8.4** Dedicated Infrastructure to ensure the installation of Security Tracking & Monitoring Hardware and/or Software.
- 4.8.5** Dedicated Infrastructure enabling the re-flashing and upgrade of the required Operating Systems, Software, and critical Applications (School by School).
- 4.8.6** Dedicated Infrastructure enabling the pre-loading of Aggregated e-Content as per User Profiles on Retrieved/New ICT Devices (School/Classroom/Teacher/Learner).
- 4.8.7** Encrypt the pre-loaded e-Content/Digital Content to avoid deletion and unauthorized duplication of e-Content/Digital Content.
- 4.8.8** Dedicated Infrastructure to ingest e-Content onto the ICT Devices (Laptops, Tablets and LED Boards) by activating Operating System, System Software, renew e-Content Licenses for e-Books, Multimedia Digital Content and Supportive Applications on the retrieved/distributed/installed ICT Devices in preparation for the next Academic Year and/or when required.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

#### **4.9 ICT SUPPORT AND MAINTENANCE SERVICES**

- 4.9.1** In collaboration with GDE, source, procure the services of and manage high quality tracking and monitoring solution (hardware and software) for LED boards that will also ensure tracking and monitoring possibilities even in the absence of electricity supply. Provide periodic report and or as and when required by GDE on recovery and replacement of LED Boards. The tracking and monitoring solution should be provided as per the GDE approved specifications.
- 4.9.2** In collaboration with GDE, source, procure a Mobile Device Management System (MDM) to manage all the devices.
- 4.9.3** In collaboration with GDE, provide onsite and technical support services which includes provisioning of technical resources, transportation of technical teams to and from schools, assessment and repairs of devices and any subsequent reporting on this service through the GDE call logging system.
- 4.9.4** Schedules/Unscheduled preventative maintenance, servicing, and repairs of any devices.
- 4.9.5** Collection of ICT utilisation data online and offline from schools.
- 4.9.6** Retrieval, assessment, refreshing, replacement, repair of ICT devices (LED Boards, Teacher Laptop and Learner Devices) and pre-loading the aggregated e-Content as per provided user profile on the ICT devices. This will also include updating the operating system, critical third-party applications, renew e-Content license for e-Books and multimedia digital e-Content on the retrieved ICT devices in preparation for the next academic year/re-distribution.
- 4.9.7** Encrypt the pre-loaded digital content to avoid deletion and authorized duplication of e-Content on retrieved ICT devices.
- 4.9.8** Refresh/Renew digital content in the classroom device that are currently in schools.
- 4.9.9** De-installation, re-installation and/or safekeeping of ICT devices in cases where schools require this service.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**4.9.10** Setting up and fulfilling the roles and responsibilities under a project management office (established by the service provider) as to ensure alignment between GDE work streams.

**4.9.11** The service provider shall be responsible for the end-to-end management and support of all the other ICT devices, Digital Content, host systems and platforms (where required) that were procured before the commencement of this agreement: the service provider shall be responsible for the end-to-end management including warehousing, aggregation, content preloading, and distribution of all learner devices, LED Boards and all other ICT devices, that were procured before the commencement of the agreement.

**4.10 REPORT TO GDE ON LTSM AND e-LTSM SUPPORT SERVICES:**

**4.10.1 Management reporting on LTSM & e-LTSM**

4.10.1.1 Preparation of periodic management and operational reports (Comprehensive).

4.10.1.2 Progress on the procurement and deliveries of LTSM, and e-LTSM installations etc.

4.10.1.3 Status of retrieval of the ICT devices.

4.10.1.4 Records on proof of deliveries and asset registers.

4.10.1.5 The service provider(s) must provide monthly and quarterly expenditure reports per project.

**4.10.2 Reporting on utilisation of e-LTSM**

- a) Provide periodic ICT utilization reports from connected schools on the extent of usage of e-LTSM and ICT devices provided to the schools upon request.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

#### **4.11 DISPOSAL OF ELECTRONIC WASTE**

**4.11.1** The service provider will be expected to work with schools and teacher centres to manage the disposal and eWaste processes emanating from devices that are declared by schools as:

- a) Beyond Economical Repair
- b) Non-functional
- c) Having reached end of useful lifespan

**4.11.2** The service provider will further be expected to:

- a) Collect from schools, devices that have been identified for disposal
- b) This process will amongst others involve:
  - i. Assessment and Sorting of ICT devices
  - ii. Formatting and dismantling the actual devices
  - iii. Safe removal of all hazardous material like lead, mercury, flameable material, etc
- c) Secure data destruction services to be provided, including certified wiping or physical destruction of harddrive and issuing of certificates of compliant disposal.
- d) Storage of all the devices that have been identified for disposal until such devices are disposed off.
- e) Despatch and processing of recyclable material to specialised entities that are responsible for recycling such material.
- f) Importantly, the model should be structured in a manner that enables potential revenue generation for the owners of assets through the responsible recycling and recovery of residual value from disposed assets. Any revenue realised from the disposal process must be transparently calculated and reimbursed directly to the owners of the assets based on the verified assets that are disposed, either annually or as and when disposal cycles are concluded.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

#### **4.12 PERSONNEL EXPERIENCE AND QUALIFICATIONS/CERTIFICATION**

The following minimum personnel, relevant experience, skills, and qualifications are required to deliver on this Project Management Service(s):

##### **4.12.1 Managerial Capacity**

- a) Bidders should demonstrate proven experience in managing large scale LTSM and e-LTSM.
  - i. Availability of two (2) Project Managers with five (5) years or more of project management experience for each Project Manager.
  - ii. The Project Managers should have a certification/qualification either in Financial Management, Logistics, Supply Chain Management and Business or Project Management.

##### **4.12.2 Project/Team Leaders**

- a) Availability of five (5) key Project/Team Leaders with five (5) years or more of proven experience and skills for each Project/Team leader.
- b) The Project/Team Leaders should have the relevant qualifications for the workstream they are responsible for, for an example workstreams such as warehouse management, supply chain management, financial management, project management, logistics management, information technology management and legal, etc.

##### **4.12.3 Technical Support Staff**

- a) Availability of a minimum of 60 Technical and Support Staff to service the following areas:
  - i. A minimum of 10 Supply Chain Management (SCM) and/or Logistics staff members.
  - ii. A minimum of 5 Financial Management staff members.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- iii. A minimum of 10 Information Technology and Systems Support staff members.
  - iv. A minimum of 15 Aggregation and Production staff members.
  - v. A minimum of 10 School Support and technical staff members.
  - vi. A minimum of 10 Warehousing and Dispatch staff members.
- b) The above staff members must have three (3) years or more of relevant work experience.
- c) The area of expertise required for the above-mentioned staff members should be as follows:
- i. Supply Chain Management (SCM) and/or Logistics qualifications (this include Warehousing and Dispatch staff members).
  - ii. Financial Management qualification.
  - iii. Information Technology qualification (this will include Aggregation and Production and technical support staff members).
  - v. School Support staff (any form of recognised qualification/certification)
- d) The bidder must submit CV's and certified copies of relevant qualifications and/or competency certificates and the certification should not be older than six (6) months for all the above requirements.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

## **5. EVALUATION**

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

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

Stage 1 (b): Functionality

Stage 1 (c): Site visit

Stage 2: Price and specific goals

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

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

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

- a) Submission of a fully completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified (NB. Complete and sign Bidder's disclosure (SBD4) which is part of the RFP pack).
- b) Submission of a fully completed and signed price schedule (RFP Section 2) (Annexure A-G) Failure to submit any one of the pages will result in the bidder being disqualified.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- c) Valid **ISO9001:2015** (Quality Management system) and **ISO 45001:2018** (occupational health and safety) compliance certificates. The certificates must be valid before or by the closing date of the Bid. Proof of valid Environmental Management certificate with a minimum of **ISO 14001:2015** This certificate must be valid, authentic and issued by a relevant authority i.e. SANAS, SABS, Bureau Veritas South Africa etc.
- d) Proof of ownership (title deed) or; lease agreement that is signed by both the lessor and lessee for a warehouse facility that is at minimum of 20 000 m<sup>2</sup> to cater for all the LTSM and e-LTSM needs. This may not be in more than two (2) separate premises and must be within the Gauteng Province.
- e) Proof of ownership for each of the 15 trucks of minimum 2 tons that are going to be used for distribution. In case of a lease agreement, the lease agreement must indicate the number and sizes of trucks to be leased and it must be signed by both the lessor and the lessee. All the leased trucks must have registration documents attached to the lease agreement.

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

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

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- i. Company Registration Documents.
  - ii. Certified (not older than 6 months) Identity Documents of Shareholders/Owners/Directors of the Company.
  - iii. Recent/latest Proof of a Central Supplier Database (CSD) registration.
- b) Valid SARS Tax Compliance Status (TCS) pin.
- c) Valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate issued by a SANAS accredited agency/or a B-BBEE Certificate issued by CIPC, or a valid, sworn Affidavit signed by the deponent and attested to by a Commissioner of Oaths.
- d) In the case of a consortium or Joint Venture, proposals must contain:
- i. Partnership Agreements/Joint Venture Agreements signed by all party representatives.
  - ii. A valid SANAS-accredited consolidated BBEE Certificate.
  - iii. Proof of consolidated CSD registration for a consortium or Joint Venture.
- e) A letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA), must be attached. The Certificate must be valid by the closing date of the Bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

**Stage One (b): Functionality evaluation**

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

A paper-based functionality evaluation will be carried out on all shortlisted bids. Bids that score below the minimum threshold of **50** points out of **70** in respect of **functionality** will be regarded as non-responsive and will therefore be disqualified.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA		WEIGHT ALLOCATION
<b>CAPACITY TO DELIVER</b>			
	<b>Scoring Category</b>	<b>Scoring criteria</b>	<b>46</b>
<b>1.</b>	<b>1.1 A Project Management plan with a process map that illustrates the end-to-end LTSM (including Stationery) &amp; e-LTSM Provisioning Process: Procurement, Packaging, Warehousing &amp; Storage, Aggregation &amp; Preloading, Distribution &amp; tracking, Retrieval and Assessment of e-LTSM. (33)</b>	Provide a detailed project plan with a process map that demonstrates the milestones (time, resources, systems, etc) for the end-to-end value chain for textbooks, stationery, e-content and ICT devices covering the following (1.1.1 – 1.1.9) : [33]	
		<b>1.1.1 Profiling learners, teachers, and classroom ICT requirements. [3]</b> <ul style="list-style-type: none"> <li>i. Clear process map that explains each of the steps on the value chain for deploying the e-Book/digital content on each ICT Device. (1)</li> <li>ii. Clarify aspects/content of the profiling template, taking note of curriculum considerations. (1)</li> <li>iii. Clarify the Cataloguing processes for both LTSM &amp; e-LTSM requisitioning. (1)</li> </ul>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p><b>1.1.2 Requisitioning and ordering [3]</b></p> <ul style="list-style-type: none"> <li>i. Methodology for Capturing LTSM and e-LTSM requisitions (1)</li> <li>ii. Verification, Sign-Off and clarify how necessary documentation will be managed (1)</li> <li>iii. Placing orders LTSM &amp; e-LTSM (1)</li> </ul>	
		<p><b>1.1.3 Aggregation, Preloading, Quality Assurance &amp; Reporting on Utilisation [5]</b></p> <ul style="list-style-type: none"> <li>i. Create Content Bundles as per user profile. (1)</li> <li>ii. Detail e-Reader's capability to support various e-Books (e-PDF, e-Pubs, Enhanced e-Books) and reporting on utilisation (1)</li> <li>iii. Clear plan on preloading digital content on ICT devices (Methodology and number of devices that can be completed per day at a central venue/warehouse: Learners, teachers &amp; Classrooms), Structured plan to support content download onsite at a school, and content encryption. (1)</li> <li>iv. Process map for Quality Assurance. (1)</li> </ul>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p>v. Proposed real-time report capabilities on the utilisation of ICT Resources (Device and content). (1)</p>	
		<p><b>1.1.4 Picking, Labelling and Packaging [4]</b></p> <p>i. Method of Asset tagging (1)</p> <p>ii. Labelling per District, School, Grade and per Class and provide an example. (1)</p> <p>iii. Generate Asset/stock Registers and provide an example (1)</p> <p>iv. Verification &amp; Quality checks (1)</p>	
		<p><b>1.1.5 Distribution and Tracking [4]</b></p> <p>i. Schedule; Relevant documents, Proof of Delivery and Consent forms (1)</p> <p>ii. Installations and quality checks (e-LTSM) (1)</p> <p>iii. On boarding of the GDE end users / Mediation on the provided ICT hardware and software. (1)</p> <p>iv. Onsite Verification (School) and Device tracking mechanism (1)</p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p><b>1.1.6 Retrieval, Assessment and Repairs [4]</b></p> <ul style="list-style-type: none"> <li>i. Process map showing different stages in the content loading process on the retrieved devices. (1)</li> <li>ii. Device distribution plan that includes repairs turnaround time, in line with distribution deadlines at the beginning of the school calendar year. (1)</li> <li>iii. Retrieval Process/ Plan, Asset Management &amp; Control to ensure that the same device goes back to the same school (1)</li> <li>iv. Device Assessment (physical and technical) plan and process detailing various device status scenarios, and relevant steps to be followed for each scenario; (1)</li> </ul>	
		<p><b>1.1.7 Onsite Technical School (all devices) Support [2]</b></p> <ul style="list-style-type: none"> <li>i. The school technical support framework detailing both proactive and reactive support measures to schools (1)</li> <li>ii. Collaborations with the GDE Service Desk detailing escalation workflow (1)</li> </ul>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p><b>1.1.8 Tracking of devices [3]</b></p> <p><b>Proposed Solution on tracking solution</b></p> <p>a) Solution on classroom device Tracking including:</p> <ul style="list-style-type: none"> <li>i. Incident Response (1)</li> <li>ii. Tracking Dashboard availability (1)</li> <li>iii. Linkages with law enforcement agencies (1)</li> </ul>	
		<p><b>1.1.9 Risk Management [5]</b></p> <p><b>Proposed plan to mitigate all the identified risks below as per paragraph 3.4 of this ToR:</b></p> <ul style="list-style-type: none"> <li>i. Delays in the procurement and late deliveries of LTSM and/or e/LTSM. (1)</li> <li>ii. Damage of LTSM and/or e/LTSM during transportation and/or delivery to schools. (1)</li> <li>iii. Failure of devices (Classroom, Teacher and Learner) during production. (1)</li> <li>iv. Loss of LTSM and/or e/LTSM during transit. (1)</li> <li>v. Loss of LTSM and/or e/LTSM during warehousing. (1)</li> </ul>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

	<p><b>1.2 Warehousing Facilities</b></p> <p>(1)</p>	<p><b>1.2 Warehousing Facilities [1]</b></p> <p>Floor plan with clear demarcations to receive, store, dispatch (LTSM and e-LTSM). Dedicated space for device assessment, repairs and Quality Assurance of preloaded Digital Content.</p> <p>(1)</p>	
	<p><b>1.3 Automated Monitoring, tracking and reporting mechanisms</b></p> <p>(3)</p>	<p><b>1.3 Automated Monitoring, tracking and reporting mechanisms [3]</b></p> <p>Provide a detailed proposal on mechanisms that will be applied the following:</p> <p>i. Monitoring e-LTSM project activities. (1)</p> <p>ii. Tracking progress on project milestones. (1)</p> <p>iii. Reporting on project achievements in all areas as per project scope highlighting linkages with GDE, and access by GDE. (1)</p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

	<p><b>1.4 e-Waste Management and Disposal (6)</b></p>	<p><b>1.4 e-Waste Management and Disposal [6]</b></p> <p>Provide a detailed proposal on how to implement the following:</p> <ul style="list-style-type: none"> <li>i. Collection &amp; Logistics plan and Storage Capability (2)</li> <li>ii. Approach to link up with e-Waste management companies for the disposal of devices and give examples of possible companies. (2)</li> <li>iii. Approval and Governance Process working with Schools/SGBs (1)</li> <li>iv. Management of the proceeds collected as a result of device disposal (1)</li> </ul>	
	<p><b>1.5 Local Economic Growth Plan (3)</b></p>	<p><b>Provide comprehensive details on how the contract will stimulate local economic growth. The plan must set out: [3]</b></p> <ul style="list-style-type: none"> <li>i. Affirmative procurement targets-clear commitments to subcontracting to and sourcing from local SMMEs (1)</li> <li>ii. Employment creation goals - projected job opportunities for local residents (1)</li> </ul>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p>iii. Skills development and knowledge-transfer programmes - initiatives to equip both company staff and SMME partners with expertise in project management, finance, administration and risk management (1)</p>	
<b>HUMAN RESOURCES</b>			14
<b>2.</b>	<b>Human Resource: (Submit CVs and Certification as proof of relevant skills and qualifications) (14)</b>	<p><b>2.1 Project Managers</b> Submission of CVs, certified copies of Identity Documents (IDs), and certificates for all personnel listed below for the execution of the project. <i>(Certification of IDs and/or certificate by the Commissioner of Oaths should not be older than six (6) months)</i></p>	
		<p><b>2.1.1 Number of Project Managers [4]</b> Availability of dedicated Project managers with related certificates/qualification in either in Financial Management, Logistics, Supply Chain Management and Business or Project Management responsible for LTSM &amp; e-LTSM Provisioning end to end.</p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<ul style="list-style-type: none"> <li>i. Two and more project managers with a certification/qualification either in Financial Management, Logistics, Supply Chain Management and Business or Project Management (4)</li> <li>ii. Less than two project managers a certification/qualification either in Financial Management, Logistics, Supply Chain Management and Business or Project Management (0)</li> </ul>	
		<p><b>2.1.2 Project Managers Experience [2]</b></p> <ul style="list-style-type: none"> <li>i. 5 or more years of relevant experience in Project management for each Project Manager (2)</li> <li>ii. Less than 5 years of relevant experience in Project Management for each Project Manager (0)</li> </ul> <p><b>NB. Submit CVs indicating relevant experience and highlighting skills in related project management. Failure to provide detailed CVs (as above) will result in a score of zero.</b></p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p><b>2.1.3 Availability of Project/Team Leaders to manage personnel responsible for Specific Project Streams [1]</b></p> <p>i. 5 and more team leads (1)</p> <p>ii. Less than 5 team leads (0)</p>	
		<p><b>2.1.4 Project/Team Leaders Experience [1]</b></p> <p>i. Five (5) or more years of relevant experience in Project Management (1)</p> <p>ii. Less than five (5) years of relevant experience (0)</p> <p><b>NB. Submit CVs indicating relevant experience and related skills. Failure to provide details CV's (as above) will result in a score of zero.</b></p>	
		<p><b>2.1.5 Technical and Support staff responsible for e-LTSM provisioning as per section 4.12.3 (a) under Scope of Work [6]</b></p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p>i. 10 or more Supply Chain Management (SCM) and/or Logistics staff members (1)</p> <p>Less than 10 Supply Chain Management (SCM) and/or Logistics staff members (0)</p> <p>ii. 5 or more Financial Management staff members (1)</p> <p>Less than 5 Financial Management staff members (0)</p> <p>iii. 10 or more Information Technology and Systems Support staff members (1)</p> <p>Less than 10 Information Technology and Systems Support staff members (0)</p> <p>iv. 15 or more Aggregation and Production staff members (1)</p> <p>Less than 15 Aggregation and Production staff members (0)</p> <p>v. 10 or more School Support and technical staff members (1)</p>	
--	--	---	--

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<p>Less than 10 School Support and technical staff members (0)</p> <p>vi. 10 or more Warehousing and Dispatch staff members (1)</p> <p>Less than 10 Warehousing and Dispatch staff members (0)</p> <p>(0)</p> <p><b>NB:</b></p> <p>i. <b>Submit CVs and certification on the following areas:</b> Supply Chain Management (SCM)/ Logistics, Financial Management, Information Technology Support and any form of recognised qualification/certification .</p> <p>ii. <b>Failure to provide personnel with relevant experience and skills in any of these areas will result in a score of zero.</b></p>	
	<b>COMPANY EXPERIENCE</b>		10

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

3.	<p><b>3. Provide signed reference letters/testimonials on the company/institution letter head, where the service was successfully rendered indicating all the following:</b></p> <p><b>a) 5 (five) Years of experience in LTSM and e-LTSM end-to-end project management services at the time of the issue of this tender.</b></p> <p><b>b) Duration and value of the contracts must be stated on the reference letter.</b></p> <p><b>c) Evidence of experience in procurement, Warehousing and distribution of LTSM and e-LTSM.</b></p>	<p><b>2. Evidence of the following number of years of experience:</b></p> <p><b>LTSM</b></p> <p>i. Five (5) or more years of experience (5)</p> <p>ii. Between 3 to 5 years of experience (4)</p> <p>iii. Between 1 to 2 years of experience (2)</p> <p><b>e-LTSM</b></p> <p>i. Five (5) or more years of experience (5)</p> <p>ii. Between 3 to 5 years of experience (4)</p> <p>iii. Between 1 to 2 years of experience (3)</p>	
		<b>TOTAL POINTS</b>	<b>70</b>
<b>Minimum Threshold : Note:</b> Bidders scoring less than 50 points would not be considered for the next stage of evaluation			<b>50</b>

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**Bidders that score 50 out of 70 points on stage 1(b) will be regarded as having qualified for site visit.**

**Stage one(c): Site visit**

**The following criteria out of 30 points will be used.**

<b>Criteria</b>	<b>Points</b>
<b>Warehousing on the site verification</b>	<b>11</b>
<p><b>a. Verify warehousing and production facility(ies) within Gauteng [11]</b></p> <p>1. A warehouse of a minimum size of 20000 (m<sup>2</sup>) square metre, to be verified using a floor plan. (1)</p> <p>2. Proof of ownership (title deed) or proof of leasing (lease agreement). (1)</p> <p>3. Evacuation procedures and charts clearly visible on the walls. (1)</p> <p>4. Fire extinguishers with evidence of regular servicing. (1)</p> <p><b>In case the bidder has multiple warehouses, both facilities must meet all the above requirements.</b></p> <p>b. Verify Physical floor plan with clear demarcation and warehousing protocols in line with the project plan (1)</p> <p>c. Clearly outlined processes and systems to receive, store and dispatch LTSM and e-LTSM. The above should include the ICT workstation (s) (2)</p> <p><b>NB: if any of the three elements of the criterion (receive, store and dispatch) are not addressed a zero score will be allocated.</b></p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

Criteria	Points
<p>d. Verify the existence of the technical workstations in the warehouse and a detailed technical plan demonstrating the unique locations of the repairs/refurbishment workstations and the work/process flow. (2)</p> <p>e. Warehousing with clear demarcation system to receive, store, picking, packaging, assessments, repairs, Quality Assurance and dispatch material including transport (2)</p>	
<p><b>Safety and Security</b></p>	<b>5</b>
<p>OHS compliant</p> <p>a) Proof of training on first aid -certificates or attendance register (1)</p> <p>b) Fire Fighting Equipment available and inspected within the last 12 months (1)</p> <p>c) Evacuation procedures and charts clearly visible on the wall (1)</p> <p>Demonstrate security measures as outlined in the proposed plan to safeguard procured material until delivery to GDE institution</p> <p>a) Physical security measures to safeguard the materials on site. (1)</p> <p>b) Alarm system operational and armed guarding services available Security for goods in transit available (1)</p>	
<p><b>SYSTEM PRESENTATION</b></p>	<b>[14]</b>
<p>Do a presentation on how the project will be managed from end to end, inclusive but not limited to a demonstration of readiness to undertake the project, operations system, and the fleet.</p> <p>a) Demonstrate the end-to-end process from delivery to retrieval - <b>this should be all inclusive presentation as per the project management plan submitted as part of Functionality.</b></p> <p>1. Profiling learners, teachers, and classroom ICT requirements. (2)</p>	

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

Criteria	Points
2. Requisitioning and ordering (2)	
3. Aggregation, Preloading, Quality Assurance & Reporting on Utilisation: (1)	
4. Picking, Labelling and Packaging (1)	
5. Distribution (1)	
6. Retrieval, Assessment and Repairs (2)	
7. Onsite Technical School (all devices) Support (2)	
8. Tracking of devices (1)	
b) Organogram indicating key role players within the project in relation to Human Resources demonstrating the capacity to deliver the services above (2)	
<b>Total</b>	<b>30</b>
<b>Minimum Threshold : Note:</b> Bidders scoring less than 27 points would not be considered for the next stage of evaluation	

**Stage 2: Price & Specific goals**

The RFP will be awarded in terms of the Preferential Procurement Policy Framework at ACT,2000 (Act 5 of 2000). Preferential Procurement Regulations of 2022. Responsive bids will be adjudicated in terms of the 90/10 preference point system.

**Points will be allocated as follows:-**

GOAL	POINTS
PRICE	90
SPECIFIC GOALS	10

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**NB:** Failure on the part of a supplier to submit proof or documentation required in terms of this RFP to claim points for specific goals with the RFP, will be interpreted to mean that preference points for specific goals are not claimed. The following documents should be submitted together with SBD 6.1 to claim Preference Points for specific goals:

- i. Company Registration Documents.
- ii. Certified (Not older than 6 months) Identity Documents of Shareholders/ Owners/ Directors of the Company.
- iii. Recent/ latest Proof of a Central Supplier Database (CSD) registration.
- iv. Valid Broad- Based Black Economic Empowerment (B-BBEE) certificate issued by SANAS accredited agency / or B-BBEE certificate issued by CIPC, or a valid Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths.

<b>Specific goals</b>	<b>Allocated Preference Points</b>	<b>Required proof/ documents to be submitted for evaluation. Purposes</b>
<ul style="list-style-type: none"> <li>• owned by black people (ownership) = <b>4 points</b></li> </ul>	4 Points	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• (B-BBEE) certificate issued by SANAS</li> </ul>
<ul style="list-style-type: none"> <li>• owned by people who are women (ownership) = <b>3 points</b></li> </ul>	3 Points	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• CSD report/ CSD registration number (MAAA number)</li> </ul>

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

		<ul style="list-style-type: none"> <li>(B-BBEE) certificate issued by SANAS</li> </ul>
<ul style="list-style-type: none"> <li>owned by youth (ownership) = <b>2 points</b></li> </ul>	2 Points	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> <li>CSD report/ CSD registration number (MAAA number)</li> <li>(B-BBEE) certificate issued by SANAS</li> </ul>
<ul style="list-style-type: none"> <li>owned by people who are disabled (ownership) = <b>1 point</b></li> </ul>	1 Point	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> <li>CSD report/ CSD registration number (MAAA number)</li> <li>(B-BBEE) certificate issued by SANAS</li> </ul>

**NB: Scores will be proportionally allocated according to the CSD status of ownership.**

## 6. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound and clearly indexed:

Section 1	<p><b>Mandatory Documents (eliminating criteria):</b></p> <p>a) Submission of a fully completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified (NB. Complete and sign Bidder's disclosure (SBD4) which is part of the RFP pack).</p>
-----------	--

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

	<p>b) Submission of a fully completed and signed price schedule (RFP Section 2) (Annexure A-G) Failure to submit any one of the pages will result in the bidder being disqualified.</p> <p>c) Valid <b>ISO9001:2015</b> (Quality Management system) <u>and</u> <b>ISO 45001:2018</b> (occupational health and safety) compliance certificates. The certificates must be valid before or by the closing date of the Bid. Proof of valid Environmental Management certificate with a minimum of <b>ISO 14001:2015</b> This certificate must be valid, authentic and issued by a relevant authority i.e. SANAS, SABS, Bureau Veritas South Africa etc.</p> <p>d) Proof of ownership (title deed) or; lease agreement that is signed by both the lessor and lessee for a warehouse facility that is at minimum of 20 000 m<sup>2</sup> to cater for all the LTSM and e-LTSM needs. This may not be in more than two (2) separate premises and must be within the Gauteng Province.</p> <p>e) Proof of ownership for each of the 15 trucks of minimum 2 tons that are going to be used for distribution. In case of a lease agreement, the lease agreement must indicate the number and sizes of trucks to be leased and it must be signed by both the lessor and the lessee. All the leased trucks must have registration documents attached to the lease agreement.</p>
--	--

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

Section 2	<p><b>Other Required Documents (non-eliminating criteria)</b></p> <p>a) Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, NB: Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The following documents should be submitted together with SBD 6.1 to claim Preference Points:</p> <ul style="list-style-type: none"> <li>i. Company Registration Documents.</li> <li>ii. Certified (not older than 6 months) Identity Documents of Shareholders/Owners/Directors of the Company.</li> <li>iii. Recent/latest Proof of a Central Supplier Database (CSD) registration.</li> </ul> <p>b) Valid SARS Tax Compliance Status (TCS) pin.</p> <p>c) Valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate issued by a SANAS accredited agency/or a B-BBEE Certificate issued by CIPC, or a valid, sworn Affidavit signed by the deponent and attested to by a Commissioner of Oaths.</p> <p>d) In the case of a consortium or Joint Venture, proposals must contain:</p> <ul style="list-style-type: none"> <li>i. Partnership Agreements/Joint Venture Agreements signed by all party representatives.</li> <li>ii. A valid SANAS-accredited consolidated BBEE Certificate.</li> <li>iii. Proof of consolidated CSD registration for a consortium or Joint Venture.</li> </ul>
-----------	---

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

	<p>e) A letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA), must be attached. The Certificate must be valid by the closing date of the Bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable.</p>
Section 3	<p><b>Functionality evaluation</b></p> <p>1. Capacity to deliver:</p> <p>a) Project and maintenance plan with a process map</p> <ol style="list-style-type: none"> <li>i. Profiling learners, teachers, and classroom ICT requirements</li> <li>ii. Requisitioning and ordering</li> <li>iii. Aggregation, Preloading, Quality Assurance &amp; Reporting on Utilisation</li> <li>iv. Picking, Labelling and Packaging</li> <li>v. Distribution and Tracking</li> <li>vi. Retrieval, Assessment and Repairs</li> <li>vii. Onsite Technical School (all devices) Support</li> <li>viii. Tracking of devices</li> <li>ix. Risk Management</li> </ol> <p>b) Warehousing Facilities</p> <p>c) Automated Monitoring, tracking and reporting mechanisms</p>

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

	<p>d) e-Waste Management and Disposal</p> <p>e) Local Economic Growth Plan</p> <p>2. Human resources:</p> <p>CVs of personnel indicating experience, Certificates/Qualifications and drivers' licences (Certification by the Commissioner of Oaths should not be older than six (6) months)</p> <p>3. Company experience:</p> <p>Minimum of five (5) Reference/testimonial letters from previous clients with a minimum of three years' experience and the value of the contract.</p>
--	---

**7. SPECIAL CONDITIONS OF CONTRACT**

- a) Successful Bidder(s) must be able to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.
- b) GDE reserves the right to reject work that does not meet the required standard and engage an alternative Service Provider to complete the work. GDE shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.
- c) GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service, following due process.
- d) All bidder(s) will be profiled and vetted before and after the appointment, GDE will use its discretion for the Vetting of Bidder(s).
- e) GDE reserves the right to appoint more than one service provider.
- f) Service provider(s) must deliver the requested service within the given timeframes.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- g) The appointed service provider will be liable for the safety of goods until the department takes delivery.
- h) Service providers must provide insurance certificate from accredited insurance company/entities within fourteen (14) days of acceptance of the contract.
- i) Proof of insurance and indemnities to safeguard E-LTSM and LTSM.
- j) Service provider(s) are expected to deliver according to the time frames indicated on paragraph 7 of the TOR.
- k) During the performance of the contract should there be a change in the personnel staff they must be replaced by a candidate with the same qualifications and experience.
- l) GDE reserves the right to reallocate the learner devices to learners within the school and/or across schools as guided by the school needs and GDE priorities.
- m) The successful Bidder will be expected periodically (Quarterly basis) to provide the project records and preliminary hand over report three months prior to the end of the contract.
- n) The successful bidder will be required to source and procure MDM and Device Tracking Solution as per the GDE approved specification, provide and install high quality tracking solution (hardware and software) that will also ensure tracking possibilities even in the absence of electricity supply.
- o) OEM accreditation certificate/letter for repairs and refurbishment of learner devices, teacher laptops and LED boards should be provided by the bidder when required.
- p) The service provider shall be responsible for end to end management and support of all other LTSM and e-LTSM resources that were procured before the commencement of this contract.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**8. TIME FRAMES**

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDERS FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) IN THE PROCUREMENT AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM) FOR A FIXED TERM PERIOD OF THREE (3) YEARS.	Three (3) years fixed contract.

**9. PENALTIES/WARRANTIES**

- a) If it is shown that errors or shortcomings exist within the service provided, the bidder(s) shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no cost to GDE.
- b) GDE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- c) GDE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.
- d) Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by GDE associated with such non-compliance.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

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

**10. INSTRUCTIONS FOR THE PROPOSAL**

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

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

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

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

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

- e) Proposals must be compiled in the following manner: Clear indexing of the proposal content must be included.
  - i. One (1) original proposal (marked “original”) must be submitted.
  - ii. One (1) copy of the proposal (marked copy) must be submitted.
  
- f) All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:
  - i. Description of proposal
  - ii. RFP Number
  - iii. Closing date and time
  
- g) In the case of Joint Ventures, proposals must contain:
  - i. Teaming Agreements
  - ii. B-BBEE status and proof of consolidated CSD registration for all members of the Joint Venture
  - iii. Submit a valid original or certified consolidated B-BBEE Status Level Verification Certificate (accredited by a SANAS agent).
  
- h) Tender Costs
- i) The Bidder will be liable for all costs incurred in response to this request.
  
- j) Late Submissions
  - i. Proposals submitted after the specified closing date and time will not be considered.

**INVITATION TO SERVICE PROVIDERS FOR PROVISIONING OF END-TO-END PROCUREMENT SERVICES AND PROJECT MANAGEMENT SERVICE(S) IN THE PROVISIONING AND DISTRIBUTION OF LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), AND ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (E-LTSM) TO GDE INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.**

---

**11. DECLARATION**


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

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

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

**Capacity:**.....

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

 <p><b>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA</p>	<b>Provincial Supply Chain Management</b>
	<b>Financial Statements</b> <span style="float: right;">Page 1 of 1</span>

### **Submission of Financial Statements**

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

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



# INTEGRITY PACT FOR BUSINESSES



## FIGHTING CORRUPTION, PROMOTING INTEGRITY

### 1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

### 2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

### 3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

### 4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

### 5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



## 6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism	Integrity
Purposefulness	Accountability
Team focused	Dignity
Integrity	Transparency
Accountability	Respect
Passionate	Honesty
Activism	

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



# GAUTENG ETHICS & ANTI-CORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
  - b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
  - c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



# GAUTENG ETHICS & ANTI-CORRUPTION

- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## 10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
- 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
- 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



## 11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## 12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)