

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: EDU 03/24NW

Dear Sir/Madam

INVITATION TO A BID

EDU 03/24 NW: REQUEST FOR THE LEASING OF EQUIPMENT FOR THE PRINTING, PACKING, PACKAGING, STORAGE AS WELL AS, SCANNING AND SHREDDING MACHINES INCLUDING SECURE DISTRIBUTION FOR THE NATIONAL SENIOR CERTIFICATE (NSC), SENIOR CERTIFICATE (SC), GRADE 12 PREPARATORY EXAMINATIONS, GENERAL EDUCATION CERTIFICATE (GRADE 9) QUESTION PAPERS AND OTHER EXAMINATIONS AND ASSESSMENT RELATED MATERIALS FOR A SPECIFIC CONTRACT TERM OF FIVE (5) YEARS.

1. You are hereby invited to bid for Appointment of a Service Provider for the leasing of equipment for the printing, packaging, storage, scanning as well as shredding machines including secure distribution of National Senior certificate (NSC), Senior certificate (sc), Grade 12 preparatory examinations, General Education certificate (Grade 9) question papers and other assessment related materials for a specific contract term of five (5) years.
2. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
- 4.1. The following information should be clearly marked on the same sealed envelope:
 "Tender No." : EDU 03/24NW
 "Closing Date" : 31 May 2024
 "Closing Time" : 11H00
5. All enquiries pertaining specification can be directed to **Mr D Moroeng/ Mr T Noko** at following email addresses: Dmoroeng@nwpg.gov.za or tnoko@nwpg.gov.za
6. For details for obtaining the bid documents: **Ms. Tshiamo Keetile/Ms C Nkoliswa** at the following Telephone number: (018) 388 4091 /388 3792 during office hours.
7. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
8. This Bid Documents are ONLY available for download on temporary E-portal at www.etenders@treasury.gov.za

EVALUATION CRITERIA TO BE USED

All bids will only be evaluated on **4 Stages** as indicated on the Specification Document of this invitation and

<i>Functionality</i>	<i>100 points</i>
90/10 Preference Point Systems as follows	
Breakdown of 100 points:-	
Maximum Price points	90
Maximum Specific Goals	10
TOTAL POINTS	100

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified."

NOTE:

- The validity period is ninety (90) days and it is calculated as from the closing date of tenders.



.....
Mr M RIKHOTSO
ACTING DIRECTOR SUPPLY CHAIN

9 May 2024.....
DATE

PART A INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORT-WEST EDUCATION DEPARTMENT					
BID NUMBER:	EDU 03/24NW	CLOSING DATE:	31 May 2024	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR THE LEASING OF EQUIPMENT FOR THE PRINTING, PACKING, PACKAGING, STORAGE AS WELL AS, SCANNING AND SHREDDING MACHINES INCLUDING SECURE DISTRIBUTION FOR THE NATIONAL SENIOR CERTIFICATE (NSC), SENIOR CERTIFICATE (SC), GRADE 12 PREPARATORY EXAMINATIONS, GENERAL EDUCATION CERTIFICATE (GRADE 9) QUESTION PAPERS AND OTHER EXAMINATIONS AND ASSESSMENT RELATED MATERIALS FOR A SPECIFIC CONTRACT TERM OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MRS C NKOLISWA	CONTACT PERSON	Mr D Moroeng/ Mr T Noko		
TELEPHONE NUMBER	018 388 3792/4091	TELEPHONE NUMBER	079 492 3570/071 474 2679		
FACSIMILE NUMBER	cnkoliswa@nwpg.gov.za	FACSIMILE NUMBER			
E-MAIL ADDRESS	MRS C NKOLISWA	E-MAIL ADDRESS	Dmoroeng@nwpg.gov.za or tnoko@nwpg.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

PART B

TERMS AND CONDITIONS FOR BIDDING

SBD 1

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
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.4 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. 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

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

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT

AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the

Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51%+ Women owned	4			
51%+ Youth owned	3			
51%+ Disability owned	3			
	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

TENDER NO: EDU03/24NW

REQUEST FOR THE LEASING OF EQUIPMENT FOR THE PRINTING, PACKING, PACKAGING, STORAGE AS WELL AS, SCANNING AND SHREDDING MACHINES INCLUDING SECURE DISTRIBUTION FOR THE NATIONAL SENIOR CERTIFICATE (NSC), SENIOR CERTIFICATE (SC), GRADE 12 PREPARATORY EXAMINATIONS, GENERAL EDUCATION CERTIFICATE (GRADE 9) QUESTION PAPERS AND OTHER EXAMINATIONS AND ASSESSMENT RELATED MATERIALS FOR A SPECIFIC CONTRACT TERM OF FIVE (5) YEARS.

TECHNICAL ENQUIRY :	Mr T Noko Mr D Moroeng tnoko@nwpg.gov.za
EMAIL ADDRESS	Dmoroeng@nwpg.gov.za
BID CLOSING DATE	31 May 2024
BID CLOSING TIME	11h00

1. BACKGROUND

- 1.1. It is important for the North West Education Department (NWED) to print the National papers for schools who are conducting the National Senior Certificate (NSC), Senior Certificate (SC), Matric Preparatory Examination, and General Education Certificate (GEC, Grade 9) Examinations as well as any other assessment related material
- 1.2. The printing and packaging of these question papers and examination material must be treated with the highest security since they are of National importance, they are classified as the high stakes examinations and must be administered under stringent conditions including the provision of secured question papers for all.
- 1.3. The printing of question papers is conducted in line with the developed set of Norms and Standards for Printing, Packing, Packaging, Storage and Distribution (PPPSD) of Question Papers, which stipulates among others that the printing of the question papers should be done in-house under highly secured environment.

2. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

- 2.1. The Department is tasked to carry out its mandate responsibly and to ensure that the best interest of the child as captured in the Constitution's Bill of Rights, chapter 2, clause 28(2) and 29(1) are paramount through the provisioning of quality education to all learners.
- 2.2. The Department requires professional service provider(s) to submit proposals on the leasing of machines for Printing, Packing, Packaging, Scanning and Shredding as well as distribution of the National Senior Certificate (NSC), Senior Certificate (SC), Preparatory Examination, General Education Certificate (GEC, Grade 9) Examinations question papers and answer sheets and other examinations and assessment related materials for a specific contract term of five (5) years.
- 2.3. *The machines will be commissioned at 90 Thabo Mbeki Drive, Potchefstroom, North West.*

3. LEGAL FRAMEWORK

- 3.1. The following legislative framework informs these criteria:
 - a) The South African Constitution, Act 108 of 1996 as amended;
 - b) Treasury Regulations;
 - c) Public Finance Management Act, 1999 as amended;
 - d) National Education Policy Act (Act no. 27 of 1996) as amended;
 - e) The South African Schools Act (Act 84 of 1996) as amended;

- f) Curriculum and Assessment Policy Statements (CAPS);
- g) National Protocol for Assessment Grades R – 12 (NPA);
- h) National Protocol on Assessment for Schools in the General and Further Education and Training Band, (Grade R-12), 2006;
- i) National Policy Pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Gr. R-12 (N4PR).
- j) Guidelines on the Norms and Standards for Printing, Packing and Distribution of Question Papers.
- k) Regulation pertaining to the Administration and Management of the National Senior Certificate Examinations.
- l) Disaster Management Act No. 57 of 2002
- m) Electronic Comunicaciones Act
- n) Promotion of Access to Information Act No. 2 of 2000
- o) Promotion of Administration Justice Act No. 3 of 2000
- p) Protection of Information Act No.5 of 2000
- q) Protection of Personal Information Act No.4 of 2013
- r) Minimum Information Security Standards

4. PROJECT BRIEF

4.1. North West Education Department (NWED) requests service provider to submit bids for the following services:

- 4.1.1. Leasing of Printing Machines at the identified premises of the Department or established site.
- 4.1.2. Leasing of Picking and Packaging machines at an identified premises of the Department or established site.
- 4.1.3. Leasing of Archiving Equipment for Answer scripts in the storage room at an identified premises of the Department or established site.
- 4.1.4. Printing and packing of question papers, answer books and other examinations and assessment materials for the following examinations:
 - 4.1.4.1. Senior Certificate Examination in April to July.
 - 4.1.4.2. Preparatory Examination in July to September.
 - 4.1.4.3. General Education Certificate (GEC Grade 9) Examinations in September – November.

- 4.1.4.4. National Senior Certificate (NSC) Examination in August to November.
- 4.1.5. Transporting of Question Paper and Answer Scripts:
 - 4.1.5.1. Transportation of question papers to five (5) identified storage points in the province on a weekly basis.
 - 4.1.5.2. Collection of answer scripts from the five (5) storage points and deliver to Potchefstroom and Mafikeng Offices.
 - 4.1.5.3. Delivery of Scripts to all Marking centre as determined by the Department.
 - 4.1.5.4. Collection of Answer scripts from marking centres and deliver to Potchefstroom/Mafikeng exam precinct.
- 4.1.6. Shredding of waste papers through a Level P-7 with shreds of just ≤ 5 mm² particles with width ≤ 1 mm so that a maximum of only 4 characters can be seen on a single shred.
- 4.1.7. Guillotine and Scanning of Answer scripts and other Document for high quality image with a capacity of 1200 DPI for electronic Achieving on the computerised system.
- 4.1.8. Installing Security System where printing, packing, packaging, storage and distribution of question papers, answer scripts and other examination related activities are performed.
- 4.1.9. Purchase and supply of printing paper and other Packing material:
 - 4.1.9.1. For High volume printing machines – 80g/m² laser cut sheets.
 - 4.1.9.2. Low volume printing machines - A3 and A4 paper 80g/m². colour and monochrome
 - 4.1.9.3. Smooth Gloss photo-paper A3 and A4 300g/m² (0.30mm thickness and 98 ISO brightness)
 - 4.1.9.4. Purchase and Supply of Examination and Assessment packing material for all examinations
 - 4.1.9.5. Grade 12 Security envelopes (Black) 80 Micron Polyethylene TESB – 370mm x 470mm with Self-Seal Glue strip;
 - 4.1.9.6. Grade 10 & 11 Security Envelopes (blue) 80 Micron Polyethylene TESB – 370mm x 470mm with Self-Seal Glue strip;
 - 4.1.9.7. Grade 9 Security Envelopes (Green) 80 Micron Polyethylene TESB – 370mm x 470mm with Self-Seal Glue strip;

- 4.1.9.8. Exam Administration Security Envelopes (red) 80 Micron Polyethylene TEB – 370mm x 470mm with Self-Seal Glue strip;
- 4.1.9.9. Answer books envelopes (transparent) 80 Micron Polyethylene TEB – 370mm x 470mm Self-Seal Double Glue strip + 70mm Flap and
- 4.1.9.10. Answer book (Script) wrappers - 80 Micron Polyethylene TEB – 600mm x 170mm Self-Seal Glue strip
- 4.1.10. Provisioning of physical security personnel to be outsourced to separate service provider.

5. SCOPE OF WORK

5.1. Leasing of the printing, picking, packing, scanning and shredding machines in the identified premises:

- 5.1.1. To provide printing, picking, packing, scanning and shredding machines to be utilised on the premises for a period of 5 years. In addition, the bidder must ensure the provision of the following:
- 5.1.2. Dedicated Paper Cross Cut Shredders, Baler Combination Machine to be available to shred damaged papers;
- 5.1.3. 8 Dedicated back to back scanners for electronic archiving of the printed materials and other examination related material;
- 5.1.4. Bulk Electronic Guillotine Machines for Scanning and Archiving.

5.2. The printing machines must have the following features

5.2.1. 4x High Volume Machines - Minimum Performance

- 5.2.1.1 Cut paper High Volume digital printing machine able to do simultaneous duplex printing purposes as well as online insertion at no extra click cost (speed: 300 images/min) minimum. The machines must be capable of printing at least 100million A4 images per annum for the examination Term (5 weeks' cycle).

An Integrated online saddle stitching System with the following features

- Smart-binder
- Generic printer
- web-cutter
- Sheet stacking module
- Sheet pile feeder

5.2.2. Capabilities

- 5.2.2.1. Production printing, Reprinting and finishing
- 5.2.2.2. On-line booklet maker with folding and trimming facilities.
- 5.2.2.3. On-line counting mechanism to count every print on the machine and on-line counting mechanism to count every completed booklet.
- 5.2.2.4. Print back-to-back.
- 5.2.2.5. Stapling device to cater for A3 saddle stitch and A4 side stitch.

5.2.3. Technology

- 5.2.3.1. Facilities for electronic down load of data printing.
- 5.2.3.2. Cater for bar-coding (Unique bar coding per question paper supplied).
- 5.2.3.3. Compatible with software for digital downloading, bar-coding of question papers and packaging system.
- 5.2.3.4. Compatible with Bar enterprise Server for Windows 8 and up.
- 5.2.3.5. Compatible to the current operating system.
- 5.2.3.6. Validation software. (Software must be able to refine all data supplied by the Department).
- 5.2.3.7. Ability to execute online job ticket planning/scheduling.

5.2.4. Paper Handling

- 5.2.4.1. Capacity to handle maximum of 160 gram paper.
- 5.2.4.2. Paper weight of 80 – 300 gsm
- 5.2.4.3. Provide for cover page printing.
- 5.2.4.4. Cater separately for High Volume Digital Colour Printer.
- 5.2.4.5. Capacity of the machines to print at least a minimum of ± 100 million images per annum

5.2.5. Low Volume Machines - Minimum Performance

- 5.2.5.1. Cut paper low volume colour digital machine (speed: 80 images /min) minimum
- 5.2.5.2. Integrated scanner: 120 ipm (single- and sided originals)
- 5.2.5.3. Resolution to be able to scan: 1200 x 1200 dpi
- 5.2.5.4. The service provider must also provide the following additional machines to handle other low volume printing works required:

(a) 1x Colour Printer Machine

- i. Low volume printer with a capacity to print 80-100 sheets/minute.
- ii. Booklet folding and stapling mechanism

(b) 2x monochrome Low volume printers with the following features:

- i. Capacity to print 125 sheets/minute
- ii. Scanning capability – high quality image with a capacity of 1200 DPI. The scanning capability must be compatible and linked to the interface equipment for the downloading of data for printing.
- iii. Photocopying mechanism
- iv. Receptive digital copies
- v. Can print A4 and A3 copies
- vi. Can do booklets as well (Booklets; folding and stapling mechanism)

5.3. The bidder must also provide a detailed maintenance plan for the machines deployed and operating at the NWED site or Established site.

5.4. Automatic Packaging Machine

5.4.1. The packaging machine must have the following features:

a) Capacity

The service provider must supply Software compatible with high volume printing equipment, with the following features:

- i. Automatically feed the required book from a packing list electronic file
- ii. Maximum collated pack height per bag must be a minimum of 35mm
- iii. Online bar code reader to read barcode of question papers in the counting process and to read the barcode of the package containing the question papers after the package has been sealed and correctly weighed
- iv. Dynamic variable height packaging in line with real time packing list. This will entail that the machine must be able to pack different size packs without stopping the machine for height adjustments
- v. Internal film un-winder
- vi. Mechanism in place to discard all plastic packages that have incorrect number of question papers

b) Programming and job scheduling component

- i. The software programme to load the information based on the statistics provided.
- ii. Set and schedule the job to be executed.

c) Feeding and counting component

- i. “NWED logo” clearly printed on all sides of the completed package
- ii. Automatic feeders – two or more.
- iii. Mechanism to count a maximum of 50 booklets in multiples of 5s, 10's and 20's.
- iv. Mobile shuttle feeder.

d) Wrapping Unit with Carton-wrap

- i. In line with the requirements of the packaging machine.
- ii. Provide 3 colours plastic (Black; Blue and Green)
- iii. Durable (24 – 40 microns)
- iv. Secure and not compromise material when sealed.
- v. Front of the plastic package must cater for pre-printed information and the design will be as set out by NWED.
- vi. The back of the plastic package must be in black, blue and green depending on the colour of the package used.
- vii. Automatic counting and wrapping in 24 - 40 microns plastic.
- viii. Online automatic sealing of plastic wrapping.
- ix. Longitudinal sealer.
- x. Automatic carton packaging system capable of creating dynamic cardboard boxes from a continuous fanfold corrugated.
- xi. Designed to address the needs of Examinations delivery, and fulfilment that need to package multiple size boxes to satisfy varying packaging needs.

e) Rejection interface

- i. Mechanism in place to discard all plastic packages that have incorrect number of question papers.
- ii. Internal film un-winder.
- iii. Bypass unit for spoils.
- iv. Roll conveyer.
- v. System integration.
- vi. Stack; Batch and Strap

f) Bar-coding component

- i. Online bar code reader to read barcode of question papers in the counting process and to read the barcode of the package
- ii. Containing the question papers after the package has been sealed and correctly weighed.
- iii. Barcode reader with support.

g) Verification and validation

- i. Online weighing mechanism.
- ii. Online counting of sealed packages. Mechanism to allow for choice of count.
- iii. Cantering printing film.

h) Data reconciliation

- i. System must produce production reports and a log file after each run

5.5.Services for Packing of question papers, answer books and other examination and assessment materials.

- 5.5.1. Evidence of extensive experience in printing under secured environment, at least Five years' minimum experience.
- 5.5.2. Demonstration of requisite skills of operating a printing solution that will adhere to the following technical issues:
- 5.5.3. The packaging of all examination material will need to be:
Pre-sealed into 5; 10 or 20 booklets before inserting in a tamper proof plastic bag
 - a) Be inserted in a secure tamper proof plastic bag:
 - i. each plastic bag will contain 10 OR 20 exam booklets (20 A4 size booklets)
 - ii. adhesive label with a unique bar code will be applied on the plastic bag.
 - iii. all the details will be described (District /School / Subject/Grade/Date etc.)
 - iv. a specific quantity will be inserted in a double wall box and additional adhesive label will be applied on the box prescribing quantity of plastic bags as well as same details as per Adhesive label attached to plastic bag and the label on the box must be on the side of the box.
 - v. Three-way System validation of Subject / Pack Size and Serial Number per box against data.
 - vi. Recording of Pack Serial Numbers per Delivery point linked to specific box shipped.
 - vii. a specific security tape will use seal to the individual box
 - viii. all boxes will be stored in a secure dispatch area
 - ix. examination material to be saddle stitched
 - b) Comprehensive plan for the delivery of the machines to the NWED premises, detailing the decommissioning and commissioning of the machines, processes, and procedures. Confirmation must be if these machines will only be used for the NWED purposes.

- c) Evidence of a dedicated call centre and “war room” operating as a troubleshooting centre and ensuring that the examinations material have been secured as per the Terms of Reference.
- d) The proposal must demonstrate the ability of the end-to-end printing solution (i.e. close loop process), from printing, packing, picking, scanning, shredding and distribution of question papers.
- e) The proposal must also demonstrate the availability of the data management system and control that will ensure accurate learner statistics.
- f) For this is a highly skilled, delicate and technical process, the Department will provide at least eight (8) highly skilled Departmental personnel to manage all processes in the printing, and wrapping rooms.
- g) The bidder must also supply staff to assist in the printing; wrapping; scanning and packaging sections. In addition, the proposal must talk to deployment of a full time dedicated technician(s) for the maintenance of the printing; wrapping; scanning and packaging machines. They must be experienced in these fields to ensure correctness and to meet hostile timeframes.
- h) Since the printing of examination papers is a highly secured operation, it requires that the printing be done in-house under strict supervision of the Department. Therefore, the proposal will be required to work with the Department in the establishment, maintenance and support of the in-house printing facility (in the Department’s premises or established premises) during their tenure.

5.6. 4 x Electronic Guillotines

- 5.6.1. Examination Answer books need to be cut and prepared for scanning; the following guillotine will be required:
 - i. Product Parameter: Max. Cutting Size: 18 inch (450 mm), Min. Cutting Size: 2 inch (50 mm), Cutting thickness: 1.6 inch (40 mm), Cutting Precision: ± 0.02 inch (± 0.5 mm)..
 - ii. Premium Quality: The electric paper cutter mainly adopts metal structure, sturdy and durable. The blade uses the sharp, thickened steel knife with fast cutting speed and high efficiency.
 - iii. Smart LCD Display: LCD display brings intelligent control and digital operation. The integrated control panel designs the comfortable keys for easy and convenient operation.

- iv. Infrared Light Positioning: Enclosed infrared light baffles are designed on both sides of the paper cutter guillotine. The positioning of infrared light makes the paper cutting more intuitive and accurate and provides more secure and reliable operation.
- v. Electronic paper cutting of each candidate answer script and scanning of the script of candidates for all papers
- vi. Electronic candidate script archiving using prescribed computer system software which will assist in retrieving scripts for remarking or script rechecking
- vii. Online secure script retrieval and online re-marking system

5.7.Scanning and Archiving

5.7.1. 10 x Laserfiche RIO Licenses

5.7.2. 8 x High-Speed, High-Volume Industrial Document Scanners

- a) Processing speeds up to 730 Pages per minute
- b) Enhance productivity with an intuitive user interface and LED status strip for easy operation and error retrieval
- c) Handle a wider variety of documents and easily retrieve them with an open track design
- d) Print audit trails fast with 300 DPI print spray
- e) Sort a variety of document types and sizes instantly post-capture by adding multiple sorting pockets
- f) highest image quality at the industry's fastest speed - 600 DPI at 122ppm
- g) New 600DPI Optical Resolution Camera
- h) **Features:** Mechanical and Full-Page Width Ultrasonic Detection Strip; Operator control via 24" wide screen color panel touch screen; Illumination patented technology (color/gray scale images); (black and white images); iQPro Adaptive Thresholding; Dynamic Background Balancing; Auto crop; Auto-Deskew; Image Rotation; Multi-image Output; Multi-Color Dropout, sRGB Color Space Support, etc. Three star Verification for 200 DPI, 300 DPI and 400 DPI images at rated throughput RoHS Compliant Operating mode 77.4db; 6,000 to 15,000 BTUs/hour 20% to 80% non-condensing (percent relative humidity) 50 to 90 degrees (F), 10 to 32 degrees (C) -22 to 140 degrees (F), -30 to 60 degrees (C) ALTITUDE Sea level to 10,000 ft (3,048 M)

5.7.3. 8 x I5 Desktop Computers

5.7.4. Record Management and Archiving System and Programme license

5.7.5. Rack Server – 324 Terabyte Hard Drive

Page 25 of 57

TENDER NO: EDU03/24NW

REQUEST FOR THE LEASING OF EQUIPMENT FOR THE PRINTING, PACKING, PACKAGING, STORAGE AS WELL AS, SCANNING AND SHREDDING MACHINES INCLUDING SECURE DISTRIBUTION FOR THE NATIONAL SENIOR CERTIFICATE (NSC), SENIOR CERTIFICATE (SC), GRADE 12 PREPARATORY EXAMINATIONS, GENERAL EDUCATION CERTIFICATE (GRADE 9) QUESTION PAPERS AND OTHER EXAMINATIONS AND ASSESSMENT RELATED MATERIALS FOR A SPECIFIC CONTRACT TERM OF FIVE (5) YEARS.

- 5.7.6. Internet – 30 MBPS Ethernet Connection
- 5.7.7. 10 x Microsoft Licenses (365)
- 5.7.8. 3500 x 26 Litre Secure Containers (collapsible)
- 5.7.9. **Shelving and Racking**

6. Sorting of question papers and answer books

The service provider must supply an automatic sorter to sort and pack question papers in specified boxes with variable data and barcodes, per subject and per school. The automatic sorter must have the following features:

- (a) Robotic automatic arm feeder
- (b) **At least 24 inline bins**
- (c) In line quality controller with real time reports
- (d) A dedicated server with at least 15 Gigabyte memory
- (e) Serial product validation
- (f) Record keeping on track and trace

7. Distribution of Question Papers to 5 storage sites

7.1. The proposal to demonstrate ability to distribute question papers in a secured way.

Distribution of question papers and answer books:

- a) The proposal to demonstrate that they have an established delivery fleet of their own and that the operational system is credible.
- b) The distribution will be carried out by secure vehicles and accompanied by security guards and monitored by real time vehicle tracking system.
- c) Since the prospective bidder will be delivering tonnes of question papers per district, the bidder must provide proof of ownership of minimum of 1 ton trucks, depending on the number of question papers (boxes) to be delivered to the districts.
- d) The prospective bidder must provide clearly defined delivery scheduling mechanism that will ensure accurate delivery to the districts.
- e) All vehicles must be roadworthy and will be subject to inspection by NWED. NWED reserves the right to reject any vehicle that is unreliable. All vehicles must have a valid registration disk.
- f) Service Provider must be able to prove the most recent service and maintenance history of all vehicles used for the deliveries.
- g) All vehicles must be in a good mechanical condition and waterproof.
- h) Vehicles must be closed panel vans of 1 or 2 tonne capacity and the maximum age of the vehicle may not exceed 3 years.

- i) Doors of the vehicles must be able to lock and the locks will need to be sealed.
- j) All vehicles must be fitted with satellite tracking devices.
- k) To prevent any possibility of overloading the vehicles, 2 additional vehicles must be on standby in case a load is too heavy.
- l) There must be a mechanic on standby during the transportation of the material.
- m) There must also be a tow truck on standby.
- n) Four (4) Supervisors must be responsible to co-ordinate the loading into the panel vans.
- o) All personnel and drivers must have police security clearance.
- p) All drivers must have valid driver's licences.
- q) The same drivers must be used for every delivery.
- r) Boxes must be off loaded immediately after arrival at the destination and vehicles must remain on site until all boxes have been safely stored in the building. NWED officials will unload the trucks and be responsible for the storage in the building.
- s) Boxes must be off loaded as close as possible to the entrance of the office for security purposes.
- t) Vehicles must be loaded and ready to depart between 05h00 and 07h00 - the exact departure time depends on the number of boxes to be loaded.
- u) NWED will provide experienced staff for the supervision of the physical loading of the boxes into the panel vans by the service provider.
- v) Service provider must ensure that all vehicles can fit through the entrances of the delivery destinations.
- w) Prior experience in large distribution contracts is a prerequisite.
- x) A detailed risk management plan must be submitted

8. The proposal must demonstrate the ability to establish an alternative printing site (back up) that will be used for the printing, packing, packaging, storage and distribution of question papers, answer books and other examination and assessment materials.

- (a) The proposal must provide evidence of ownership of buildings that could be utilised for the establishment of the alternative site; alternatively, a letter of intent to lease the property.
- (b) The proposal must provide a detailed plan on how the printing precinct will be commissioned.
- (c) The bidder must provide a detailed layout of the proposed precinct clearly demarcating the positioning of the printing machines, printing; packing; packaging; storage and

- distribution area and layout of the storage area with required facilities.
- (d) The Department reserves the right to inspect the backup facility for compliance.
- (e) The backup facility should be SSA approved as well.

9. Proposal on infrastructure and building

- a) Separate to the proposal on the Printing, Packing, Packaging, Storage and Distribution, the department would request a proposal on an alternative printing site to be utilised by the service provider provided the Department is not able to provide printing facility, due to whatever unforeseen circumstances.
- b) In case of this eventuality, the Department reserves the right to request for a detailed cost breakdown for the alternative facility.

Due to the Nature of the project any potential bidder with less than 5 years' experience and verified references and specifically with reference to secure printing; packing; packaging; storage & distribution of National Examinations will be automatically excluded.

10. EVALUATION CRITERIA

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, Act number 5 of 2000 (PPPFA) as follows:

Stage One will be the evaluation of bids on **Administration Compliance**. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.

Stage 1: Administrative Evaluation

A paper based Administrative evaluation will be carried out on all the bids received and if the compulsory documentation mentioned below is not submitted, signed and /or attached such a bid will be eliminated from any further evaluation.

Mandatory Returnable Documents: (eliminating criteria)

- a) The bidder must duly complete, sign and submit the following Standard Bidding Documents (included in the RFP Pack):
 - i) Request for Proposal (SBD 1)
 - ii) Price Schedule – Professional Services (SBD 3.3)
 - iii) Bid Commitment and Declaration of Interest (SBD 4)

- iv) Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)
- v) Certificate of Independent Bid Determination (SBD 9)
- c) Security Printing Accreditation Scheme certificate supplied by an approved organisation such as the Printing Industries Federation of South Africa (PIFSA)
- d) A fully secured State Security Agency (SSA) approved printing facility to be utilised as a back-up facility in terms of disaster management solution or have PFISA accreditation.
- e) Provide letter of certification or partnership with Original Equipment Manufacturer (OEM).

Other Required Documents: (not eliminating criteria)

- a) Proof of a Central Supplier Database (CSD) registration
- b) Valid SARS Tax Compliance Status (TCS) pin
- c) Bidders need to register for the NWED Electronic Invoicing System
- d) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths:
 - i. Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.
 - ii. Sworn Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

Stage 2: Paper based Functionality Evaluation

A bidder that scores less than **80 points** out of 100 points in respect of the **Paper Based Functionality Evaluation** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum threshold score will be short listed for Stage 3. Site visit functionality evaluation.

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION	
		Submitted	Not submitted
11	Risk Mitigation requirements [15]		
1.1.1	<i>The bidder must submit a detailed maintenance plan for the machines deployed and operating at the NWDOE site.</i>	3	0
1.2	<i>The prospective bidder should submit a comprehensive risk management and mitigation requirements which will include inter alia the following:</i>		
1.2.1	<i>A fully secured printing facility to be utilised as a back-up facility in terms of disaster management solution</i>	2	0
1.2.2	<i>A Printing Security certificate supplied by an approved organisation</i>	2	0
1.3	<i>Comprehensive plan for the delivery of the machines to the NWED premises, detailing the decommissioning and commissioning of the machines, processes and procedures. Confirmation must be provided that these machines will only be used for the NWED purposes.</i>	3	0
1.4	<i>The prospective bidder must submit a clearly defined delivery schedule mechanism that will ensure accurate delivery to the 5 five storage points (Brits, Rustenburg, Mmabatho, Potchefstroom and Vryburg)</i>	5	0
		/15	

VEHICLES [15]			
1.5	<i>The prospective bidder to submit registration certificates of standby vehicles.(minimum of two vehicles)</i>	1	0
1.6	<i>Service Provider must be able to submit proof of the valid current service and maintenance history of all vehicles used for the deliveries, which must be within the prescribed period of 3 months</i>	1	0
1.7	<i>The prospective bidder must submit certificate of roadworthiness for each vehicle.</i>	2	0
1.8.1	<i>The prospective bidder must submit certificate to show that all 15 vehicles have been fitted with satellite tracking devices.</i>	3	0
1.9	<i>The prospective bidder must submit proof to show that the vehicles are closed panel vans of 1 or 2 tonne capacity and the maximum age of the vehicle may not exceed 3 years (vehicle registration certificate).</i>	1	0
1.10	<i>Since the prospective bidder will be delivering tonnes of question papers per district, the bidder must provide proof of ownership/lease of a minimum of 1-ton trucks, for the delivery of question papers (boxes) to the districts.</i>	2	0
1.11	<i>The bidder must also demonstrate that they have a delivery fleet of a minimum of 15 (vehicles to be deployed to each district) of their own and that the operational system is credible.</i>	5	0

		/ 15	
HUMAN RESOURCE [30]			
1.12	<i>The prospective bidder must submit copies of drivers licenses of the 15 drivers to operate vehicle fleet that is required.</i>	3	0
1.13	<i>The prospective bidder must submit CV's to demonstrate the experience of staff in physically load boxes into the panel vans under the supervision of the department.</i>	3	0
1.14	<i>The prospective bidder must submit CV's and qualifications of two (2) Highly Experienced staff members in the printing and wrapping field to manage printing, packaging and sorting.</i>	9	0
1.15	<i>The prospective bidder must submit copies of CV's and contracts/ appointment letters to show that 2 dedicated technician(s) will be deployed to the site for the maintenance of the printing machines during printing period/ sessions.</i>	5	0
1.16	<i>Submit copies of police clearance certificate for all personnel and drivers.</i>	2	0
1.17	<i>Submit evidence that all drivers have valid public driver's licences. The same drivers must be used for every delivery</i>	2	0
1.18	<i>Submit CVs of four (4) personnel to be appointed as Supervisors to be responsible to co-ordinate the loading of boxes into the panel vans</i>	2	0
1.19	<i>Submit proof to show that personnel to be used during the printing, packing and distributing of the examination question papers have been vetted.</i>	2	0
1.20	Submit appointment letter of mechanic to be appointed on standby during the transportation of the material.	2	0
		/30	
COMPANY WORK EXPERIENCE [15]			
1.21	Company work Experience: Bidders must submit relevant valid reference letters to demonstrate experience in Bulk printing services where they have rendered the services that are equivalent or larger than the service required in this bid. These Bulk Printing Services must have been successfully completed in the last 7 years		
1.21.1	More than 7 years	15	
1.21.2	5 years or more but less than 7 years' relevant experience	10	
1.21.3	3 years or more but less than 5 years' relevant experience	5	
		/15	
FINANCIAL CAPACITY [20]			
1.23	Liquidity Ratio (Risk Management) Evidence Required: Three (3) Audited Financial Statement with a turnover of R300 million. A company must have at least R50 million cash available to pay its bills (<i>attach bank guarantee letter not older than three months</i> . The bidders will be scored in accordance assessed Positive or Negative indicators as per AFS		

1.23.1	Positive indicator of 5 or above (High) R700 million and above	20
1.23.2	Positive indicator of 3 - 4 (Medium) R 500 million and above	15
1.23.3	Positive indicator of 1 - 2 (Low) R300 million and above	10
		/ 20
	TOTAL	100
	MINIMUM THRESHOLD	80

Phase 3: Site visit and Evaluation

A compulsory site visit will be conducted to the Prospective bidders that would have passed stage 2. At this stage of evaluation, evaluators will be evaluating on four categories and Bidders are expected to achieve 80% in each category.

The following instruments will be used for the site evaluation and it is expected of every bidder to familiarise themselves with these prior to the visit:

1.24 Leasing of Printers

The bidder will be expected to demonstrate the models of the existing machines and the operational mechanism of the printing machines with the following features:

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION :NB- The bidder gets full marks or zero.
	Machine Performance	20
1.24.1	Cut paper High Volume monochrome digital machine able to do simultaneous duplex printing purposes as well as online insertion at no extra click cost (speed: 300 images/min) minimum. The machines must be capable of printing at least 50 million A4 images per examination Term (5 weeks cycle).	5
1.24.2	Cut paper low volume colour digital machine (speed: 80 images /min) minimum	5
1.24.3	Integrated scanner: 120 ipm (single- and double sided originals)	5
1.24.4	Resolution to scan: 600 DPI	5
	Capacity of the Printing Machines	24
1.24.5	Production printing, Reprinting and finishing	5
1.24.6	Capacity of the machines to print at least a minimum of 100 million images per annum.	5
1.24.7	On-line booklet maker with folding and trimming facilities.	5
1.24.8	On-line counting mechanism to count every print on the machine and on-line counting mechanism to count every completed booklet.	3

NO.	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION :NB- The bidder gets full marks or zero.
1.24.9	Print back-to-back.	3
1.24.10	Stapling device to cater for A3 saddle stitch and A4 side stitch.	3
	Technology	20
1.24.11	Facilities for electronic download of data printing.	3
1.24.12	Cater for bar-coding (Unique bar coding per question paper supplied.	3
1.24.13	Compatible with software for digital downloading, bar-coding of question papers and packaging system.	3
1.24.14	Compatible with Barr enterprise Server for Microsoft Windows XP Pro.	3
1.24.15	Compatible to the end to end operating printing solution	3
1.24.16	Validation software. (Software must be able to refine all data supplied by Department of Basic Education.	3
1.24.17	Ability to execute online job ticket planning/scheduling.	2
	Paper Handling	15
1.24.18	Capacity to handle maximum of 120 gram paper.	5
1.24.19	Provide for cover page printing.	5
1.24.20	Cater separately for High Volume Digital Colour Printer.	5
	Provision of additional Printing Machines	
	Colour Printer Machine	8
1.24.21	Low volume Colour printer with a capacity to print 80-100 paper/minute.	4
1.24.22	Booklet folding and stapling mechanism	4
	Low volume printer with the following features	13
1.24.23	Capacity to print 80 – 100 papers/minute	3
1.24.24	Scanning capability – high quality image with a capacity of 600 DPI. The scanning capability must be compatible and linked to the interface equipment for the downloading of data for printing.	4
1.24.25	Photocopying and Receptive digital copies mechanism	3
1.24.26	Can print A4 and A3 copies and do booklets	3
	TOTAL	/100
	MINIMUM THRESHOLD	80

1.25 Automatic Packaging Machine

NO	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION.NB- bidder gets full marks or zero
	Automatic Packaging Machines	
1.25.1	Capacity of the Machine	20

NO	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION.NB- bidder gets full marks or zero
	Evidence of the Automatic packaging machines all the required components and or units: ○ Automatically feed the required book from a packing list electronic file ○ Maximum collated pack height per bag must be a minimum of 35mm. ○ Bar reader	
1.25.2	Programming and job scheduling component	10
1.25.3	Feeding and counting component	20
1.25.4	Wrapping Unit	20
1.25.5	Rejection interface	10
1.25.6	Barcoding component	10
1.25.7	Verification and validation	5
1.25.8	Data reconciliation	5
	TOTAL	100
	MINIMUM THRESHOLD	80

1.26 Services for the printing, packing and distribution of question papers, answer scripts and other examination and assessment materials.

NO	DESCRIPTION OF THE EVALUATION CRITERIA	POINTS ALLOCATION. NB: Bidder gets full marks or zero.
	Services for the printing, packing and distribution of question papers, answer scripts and other examination and assessment materials.	
1.26.1	The prospective bidder must demonstrate the model (to be deployed) of the end to end printing solution (i.e. close loop process), from printing, packing, picking and distribution of question papers.	10
1.26.2	The prospective bidder must also demonstrate the availability of the data management system and control that will ensure accurate learner statistics.	5
1.26.3	A fully secured approved printing facility to be utilised as a back-up facility in terms of disaster management solution.	10
	TOTAL	TOTAL X 4
	MINIMUM THRESHOLD	80

1.27 Distribution of question papers

NO	CRITERIA	WEIGHT. NB : Bidder gets full marks or zero
1.27.1	The bidder must also demonstrate that they have a delivery fleet of a minimum of 15 (vehicles to be deployed to each district) of their own and that the operational system is credible.	10
1.27.3	Availability of lockable doors and sealing of locks	15
	TOTAL	TOTAL X 4
	Minimum threshold for functionality	80

Stage Four of the evaluation will be based on **Price and Preference Point System**, as per Regulation 6 of the PPR, 2022.

- Price = 90 points
- Preference = 10 points

11. FORMAT AND SUBMISSION OF BIDS

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

11.1	Company profile (including proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/ project team members)
11.2	Work/ project plan (full particulars are required with regard to infrastructure/ resources including knowledge, skills, and experience to successfully undertake the above-mentioned deliverables)
11.3	Submission of valid tax clearance certificate and /or SARS issued pin code. (which will be verified)

12. TIME FRAMES

Output	Period
NWED requests the service provider to print, pack and distribute question papers, answer books and memoranda for the following examinations: ○ May June examination	Five (5) Years

▪ Supplementary National Senior Certificate Examination ▪ Senior Certificate Examination ○ Provincial Common examinations ○ Preparatory Examination in July to September ○ November Examinations ▪ GEC GR 9 Examination ▪ National Senior Certificate Examination ▪ Senior Certificate Examination ○ The service provider should distribute the question papers to all 5 (five) district storage points according to the statistics provided by NWED.	
---	--

12.1. The details of the processes, timeframes and deliverables will again be outlined in a service level agreement that will be signed with the successful bidder.

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

13. TERMS AND CONDITIONS

13.1. Successful bidders must be in a position to commence work as and when required. Particular project / service will be initiated by means of written instructions to the successful bidders by verbal briefings, when required. Generally, timeframes cannot be set before entering into a formal agreement. As such, the duration of any given assignment/project will depend mainly on the nature and scope of the work to be done. Appointed service providers must be available at all stages to provide assistance within the set time frames as requested.

13.2. Proposed fees with detailed cost breakdown must be quoted for the different proposed resources to be utilized at any given time.

13.3. NWED reserve the right to physically inspect the office/ works yard/ stores/ plant/ equipment of tenderers prior to tender adjudication with a view to verify tenderers' ability/ capacity to deliver in terms of the contract. Tenderer(s) who are intent on hiring plant/ equipment must submit documentary evidence of agreements in this regard. Tenderers, who cannot provide proof of capacity in terms of readily available equipment to deliver the service, will not be considered for appointment.

13.4. NWED will use its discretion in the vetting of bidders.

14. PENALTIES/WARRANTIES

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

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

14.3. NWED reserves the right to inspect or audit any document pertaining to this contract at any given time, DURING THE COURSE OF THE PROPOSED CONTRACT AND AFTER the expiry of the SAID contract. This may also include queries and complaints.

14.4. Should any audit or inspection reveal that the Contractor 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 NWED associated with such non-compliance.

14.5. NWED also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

15. INSTRUCTIONS FOR THE PROPOSAL

15.1. This RFP does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidder(s).

15.2. The NWED requires a clear, concise and factual response. Bidders shall consult, in writing, with NWED official responsible 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.

15.3. Proposals must be compiled in the following manner (non-compliance may eliminate your bid):

15.3.1.1 Clear indexing of the proposal content must be included.

15.3.1.2 One (1) original proposal (marked 'original') must be submitted.

15.3.1.3 One (1) copy of the proposal (marked 'copy') must be submitted.

15.4. All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.

- Name of Bidder
- Description of proposal
- Closing date and time

15.5. All proposals must contain most recent financial statements

15.6. In the case of Joint Ventures:

- proposals must contain:
- Teaming Agreements
- Proposed revenue split and,
- Consolidated B-BBEE certificate of the Joint Venture / Consortium / Partnerships, Trust, etc

15.6.1 Tender Costs

The Bidder will be liable for all costs incurred in response to this Request for Proposal (RFI)

15.6.1 Bidder's Responsibility

The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of NWED before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

15.6.2 Bidders shall take into account that NWED's total requirements may not be allocated to only one Bidder.

15.6.3 NWED reserves the right to engage in tender negotiations with the Bidder(s) on the short list and to do business with the

vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions.

- 15.6.4 The selected Bidder(s) will be required to enter into a written agreement with NWED. This RFP or any part thereof may be incorporated into and made part of such an agreement. NWED shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised NWED representative and the Bidder(s).

16. LATE SUBMISSIONS

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

17. 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:**

.....

Abbreviations

DPI	-	Dots Per Inch
LCD	-	Liquid Crystal Display
LED	-	Light-emitting Diode
NSC	-	National Senior Certificate
GEC	-	General Education Certificate
SC	-	Senior Certificate
NWED	-	North West Department of Education

Signed by Mr DN Sefanyetsi
Signed on 2024-08-08 - 08:00
Reason: I have reviewed the document

MR DN SEFANYETSO
BSC CHAIRPERSON
08 MAY 2024



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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 practice

General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information ; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

**7.
Performance
security**

arising from use of the goods or any part thereof by the purchaser.

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

**8.
Inspections,
tests and
analyses**

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) for each appropriate unit of the supplied goods; 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
amendment
s**

- 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

**25.
Force
Majeure**

terms of the contract or any other contract or any other amount which may be due to him

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 (NIP)
Programme**

- 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
administrativ
e penalties
as
contemplate
d 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.

General Conditions of Contract (revised July 2010)

FINAL BSC COPY