



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho
First Floor, East Wing,
Private Bag X2044,
Mmabatho 2735
Tel.: (018) 388-3429/33
e-mail: sgedu@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: Edu 13/23 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 13/23 NW RFB: Appointment of service providers for Supply, Packaging and Distribution of Grade 8 - 9 LTSM Technology Kits to Further Education and Training (FET) Schools for the Contractual Duration of Two (2) Years ; 2023/24 and 2024/25

1. You are hereby invited to bid for Appointment of service providers for Supply, Packaging and Distribution of Grade 8 - 9 LTSM Technology Kits to Further Education and Training (FET) Schools for the Contractual Duration of Two (2) Years ; 2023/24 and 2024/25
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. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
5. 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.**
- 5.1. The following information should be clearly marked on the same sealed envelope:
"Tender No. : **EDU 13/23 NW**
"Closing Date : **28 June 2023**
"Closing Time : **11H00**
6. All enquiries pertaining specification can be directed to Ms K.A.K Gopane
7. For details for obtaining the bid documents: **Ms. Tshiamo Keetile/Ms C Nkoliswa** at the following Telephone number: **(018) 388 4091 /88 3792** during working hours.
8. 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.

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.

Administrative compliance

EDU 13/23 NW RFB: APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY, PACKAGING AND DISTRIBUTION OF GRADE 8 - 9 LTSM TECHNOLOGY KITS TO FURTHER EDUCATION AND TRAINING (FET) SCHOOLS FOR THE CONTRACTUAL DURATION OF TWO (2) YEARS ; 2023/24 AND 2024/25

1. Subcontracting work to be accompanied by a sub-contract agreement specifying the percentage of the subcontractor/s (where applicable)
2. Joint Venture work must be accompanied by Joint Venture agreement
3. Valid BBBEE certificate or certified copy
4. Proof of registration with Central Supplier Database (submission of Full CSD report)
5. Signed and fully completed standard bidding document (SBD 1,4,6.1,6.2,8 and 9)
6. Record Addendum
 - Proposed Amendments and Qualifications
 - Referencing Schedule BBBEE status
 - Compulsory Declaration

EVALUATION CRITERIA TO BE USED

- 1.1. All bids will only be evaluated on **5 Stages** as indicated in the Specification Document of this invitation and

1.1.1. *Functionality*

100 point with

1.1.1.1. **80/20 Preference Point Systems as follows**

1.1.1.1.1. **Breakdown of 80 points:-**

✓Maximum Price points	80
✓Maximum Preference points	20
TOTAL POINTS	100

NOTE:

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


.....
Mr MSH Rikhotso
Acting Supply Chain Management Director

14/06/2023
.....
Date

SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST EDUCATION DEPARTMENT

BID NUMBER: EDU 13/23 NW

CLOSING DATE: 28 June 2023

CLOSING TIME: 11:00

DESCRIPTION: RFB: APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY, PACKAGING AND DISTRIBUTION OF GRADE 8 - 9 LTSM TECHNOLOGY KITS TO FURTHER EDUCATION AND TRAINING (FET) SCHOOLS FOR THE CONTRACTUAL DURATION OF TWO (2) YEARS ; 2023/24 AND 2024/25

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

GARONA Building, East Wing, Ground Floor, CFO'S Office, Sekame Road, MMABATHO

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

EDU 13/23 NW RFB: APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY, PACKAGING AND DISTRIBUTION OF GRADE 8 - 9 LTSM TECHNOLOGY KITS TO FURTHER EDUCATION AND TRAINING (FET) SCHOOLS FOR THE CONTRACTUAL DURATION OF TWO (2) YEARS ; 2023/24 AND 2024/25

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members /

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.

partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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.

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.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

	POINTS
GOALS	

- 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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		6		
51%+ Youth owned		4		
51%+ Disability owned		4		
BBBEE Level 1		6		
BBBEE Level 2		4		
BBBEE Level 3 & Above		2		
MAX POINTS		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

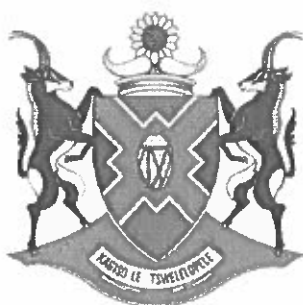
DATE:

ADDRESS:

.....

.....

.....



education

**Lefapha la Thuto la Bokone Bophirima
Noord-Wes Departement van Onderwys
North West Department of Education
NORTH WEST PROVINCE**

SPECIFICATION DOCUMENT FOR

**Request for Supply, Packaging and Distribution of Grade 8 - 9
LTSM Technology Kits to Further Education and Training
(FET) Schools for the Contractual Duration of Two (2) Years;
2022/23, 2024/25**

TECHNICAL ENQUIRY	Ms. K.A.K Gopane
EMAIL	scm@nwed.gov.za
ADDRESS	North West, Mmabatho
BID CLOSING DATE	28 June 2023
BID CLOSING TIME	11H00
BID NO.	EDU 13/23 NW

1. PURPOSE

Technology is a compulsory subject in the senior phase. It is a practical subject that is intended to provide learners with the broad choice when following subject specialisation in the FET band. It allows learners a choice in the both Science and Technical subjects.

The Kits are to provide the resources required to conduct practical tasks in line with the CAPS policy for Grades 7-9. The contents are therefore selected carefully guided by the tasks as outlined in the policy. The containers are for taking the equipment from one class to the other..

2. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

- 2.1** The Department requires services of a professional service provider(s) for the Supply, Packaging and Distribution of Grade 8 & 9 LTSM Technology Kits to Further Education and Training (FET) Schools for the Contractual Duration of Three (3) Years viz; 2021/22, 2022/23 and 2023/24 for identified schools in the four provincial districts.
- Dr RUTH SEGOMOTSI MOMPATI DISTRICT
 - NGAKA MODIRI MOLEMA DISTRICT
 - BOJANALA DISTRICT
 - Dr KENNETH KAUNDA DISTRICT
- 2.2** The North West Department of Education may appoint a service provider(s) per district or in whole. The final award of the bid will be at the discretion of the Department if and when it is necessary.
- 2.3** The Department reserves the right to negotiate a market related price with the winning bidder or bidders to be awarded the bid.

3. BACKGROUND

- 3.1** The North West Provincial Department of Education seeks to appoint a capable and competent service provider to supply, package and distribute technology kits for grade 8 & 9 learners . The intension of the Department is to support targeted schools to be accessible, functional and improve learner performance through provision of necessary resources to implement the curriculum. The required equipment will support both the teachers and learners in addressing the classroom practical work and projects. The procurement of the kits will assist teachers to teach technology related content more effectively, which poses a challenge to our teachers if they if they don't have such equipment.

The Kits supplied will enable learners to:

- Participate in classroom practical work related to technology subjects.
- An Ability to solve technological problems by investigating designing, developing, evaluating as well as communicating effectively in their own and other languages by using different modes.
- Acquire a fundamental understanding of and ability to apply technological knowledge, skills and values, working as individuals and as a group, in a range of scientific contexts.
- Critically understand the interrelationship between Technology, society, the economy and the environment.
- Learn to manage the technological resources at their disposal when developing products, and they also learn to minimize the potentially negative impact that their solutions could have on the environment and human rights Technology.

4. SCOPE OF WORK

- 4.1 The Department seeks a bidder that will successfully supply, package and deliver technology kits to identified FET schools within the four provincial districts. The kits supplied should be of high standard and bidders will be required to submit samples to ensure that the kits that are to be procured meet the minimum quality standards
- 4.2 The Department seeks to supply within the four provincial districts, each school will be supplied with 1 (one) technology kit which includes 76 (seventy six) items.
- Ordering will be per kit per school , however the department may order items from the kit for top up purposes
 - Bidders are required to ensure that all breakages that are discovered during delivery are replaced timeously
 - Department will not process any payment before 100% (hundred percent) is successfully delivered.
 - Bidders may be expected to demonstrate knowledge on how to use the kits during the presentations sessions
 - Bidders must strictly adhere to the provided pricing schedule , if not completed accurately bidders may be eliminated due to non-compliance

5. PACKAGING

- 5.1 Plastic Heavy duty storage (black colour) boxes 100l with wheels and pulling handle (x4)
To be labelled separately as: **Tools, Electricity, Pneumatics and Basic items** (see price catalogue for categories)
- 5.2 Small containers with lids for small items (to be housed in the heavy duty storage boxes)
To be labelled separately (preferably using assorted colour lids)

NB: All storage containers/boxes/ lids **MUST** be properly labeled (see price catalogue for categories)

6. PAYMENT

Payment of all ordered goods will be reconciled on a monthly basis at head office (Mmabatho, Quality Assurance Building, 861 Ngaka Modiri Molema drive, Curriculum Support Services) and payments processes will then precede.

- Delivery of all ordered material **must be delivered 100%** per order
- Lead time per order is limited to **21 working days**
- The Department will provide bidders with the list of all schools that will be participating on the contract per financial year and orders will follow per school
- All deliveries should be done between Monday and Friday @ 08H00 to 12 H00 (**No delivery on weekends**).
- Bidders will be required to make prior arrangements with the schools for delivery
- Original delivery notes **MUST** be attached per invoice, signed and fully completed as per requirement

Invoices **WILL NOT BE** processed without a fully completed delivery note per order per school

Delivery Notes should include the following information:

- Name and address of the school
- Name, surname and Persal number of Principal or designated receiving official accepting the goods/kits
- School stamp
- Quantity and description of items delivered per kit (the bidder must avail to the department a completed checklist of all items delivered which the Principal or designated receiving official must check and sign for, the check list must be accompanied by the delivery note and invoice for payment processes)

7. AWARD CONDITIONS

- 7.1 The bidder obtaining the highest number of total points will be awarded the contract; however, the Department of Education reserves the right not to award the highest scoring point's bidder where this bidder has not compliant with all the requirements
- 7.1.1 These bid rigging practices constitute Prohibited and Restricted practices under the Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended and they include, and not limited to:
- 7.1.1.1 Submitting bids from different companies with same or similar Directors (Refer to paragraph 2 of SBD9 and Section 34 of General Condition of Contract)
- 7.1.1.2 Submitting bids with companies that belong to the same holding company (Refer to paragraph 2 of SBD9 and Section 34 of General Condition of Contract)
- 7.2 Appointment of bidders may be subject to post award verification of submitted documents on experience

8. EVALUATION CRITERIA

The evaluation of bids shall be as follows:

- I. Stage 1: Screening of mandatory documents
- II. Stage 2: Technical Mandatory requirements (Functionality)
- III. Stage 3: Sample Presentation
- IV. Stage 4: Price and Preference Evaluation
- V. Stage 5: Consolidated Evaluation Report to Bid Adjudication Committee

8.1 STAGE 1 - ADMINISTRATION COMPLIANCE

- 8.1.1 Administrative evaluation will be carried out on all the bids in terms of the following criteria:
- 8.1.2 Submission of a Price Schedule in South African Rand form. The prices must be inclusive of administrative cost, storage, packaging and delivery to Offices.- **Compulsory**
- 8.1.3 Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4, SBD 6.2, SBD 8 and SBD 9 - **Compulsory** SBD 2, SBD 3 and SBD 6.1 (SBD 6.1 is required for claiming of BBBEE points) - **Non-compulsory**
- 8.1.4 Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 8.1.4.1 Combined BBBEE original certificate /certified copy or sworn affidavit
- 8.1.4.2 Signed memorandum of agreement by all parties in case of Joint Venture
- 8.1.5 Full CSD Report (Not Summary) – **Compulsory**
- 8.1.5.1 The Department will, from the Full CSD Report, verify the following details:
- 8.1.5.1.1 Bank verification successful
- 8.1.5.1.2 Non-government employee directors
- 8.1.5.1.3 TAX complaint
- 8.1.5.1.4 EME Status
- 8.1.6 All Certified Copies must not be older than 6 months to the closing date of the Bid

Any bidder who does not comply with any of the above-mentioned criteria, unless stated and non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.

8.2 STAGE 2 – FUNCTIONALITY

8.2.1 Minimum threshold of 60% to qualify in this phase

No	Functionality criteria	Tender Rating Matrix
1	<p>Company work Experience: Bidders must submit relevant supply and delivery projects where goods and services are transported to the clients and have been successfully completed in the last 3 years(</p> <p>Evidence Required: (1) Approved (signed) Award letter(s) and/or official Purchase Order(s), (2) Reference letter matching the project value OR (3) Delivery note approved by the bidders' client. An approved letter confirmation delivery is also acceptable.</p> <p>These evidence documents must contain the following;</p> <ul style="list-style-type: none"> *Date of project/duration *Amount/value of each project *Company/Client name & contact *Project description <p>(NB: If the submitted evidence does not have any of the details as stipulated above, this evidence will not be accepted and NO points will be awarded for that)</p>	Supply and delivery project(s), adding up to the value of at least R300 000.00 , successfully completed in the last 3 years.
		Supply and delivery project(s), adding up to the value of at least R200 000.00 , successfully completed in the last 3 years.
		Supply and delivery project(s), adding up to the value of at least R100 000.00 , successfully completed in the last 3 years.
		No projects and/or relevant project done or No evidence attached
2	<p>Transport: Bidders should demonstrate capacity to deliver LTSM Science Kits to all textbooks and related stipulated time-lines</p> <p>Evidence Required: (1) Vehicle registrations of intended transport owned by company or active director(s) OR (2) Vehicle registrations of intended transport owned by individual lending or leasing to bidder AND (3) In case of (2) above, A signed letter of confirmation by owner of transport and the Owner's Certified Copy of ID OR (4) Signed intention of Lease from rental agency with description of trucks. This must be in a Original Letterhead of the Agency</p>	Bidder are required to submit evidence of intended transport adding up to at least 4 Ton Truck.
		This could be in the following configuration 1 X 4 Ton Truck or 2 X 2 Ton Trucks or 3 Ton + 1 Ton Truck
		No evidence attached
2	<p>Bidders are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration.</p> <p>NB: The available capital MUST be Equals to or greater than the Bidders Bid Price for this tender.</p> <p>The following will be considered as a Bank Guarantee: (1) Bank Guaranteed Letter on the official letterhead of the bank, signed and stamped with the official bank stamp OR (2) Guarantee Letter on the official letterhead of any registered Financial Service Provider (FSP), with the FSP number, signed and stamped by the FSP OR</p>	The Bidder has provided a Bank Guarantee with the same or more value as the Bidder's offer
		Bidders will only be awarded points if the above is complied with.
		The bidder has provided a Bank Guarantee with a lesser value than the bidder's offer but equals or greater than 20% of the bidder's offer. Bidders will only be awarded points if the above is complied with.

No	Functionality criteria	Tender Rating Matrix
	Company's Bank statement not older than 3 months from the closure of this bid, stamped with the official bank stamp.	The bidder DID NOT provide any Financial Capacity Evidence or Bank Guaranteed Letter is lesser than 20% of the bidder's offer

8.3 STAGE 3: SAMPLE PRESENTATION

- 8.3.1 Prospective bidders that have been shortlisted in stage 3 will be required to submit sample as shall be directed.
- 8.3.2 Sample presentation will be evaluated based on the technical specifications as outlined and bidders that do not meet the minimum set criteria will not be considered for further evaluation.
- 8.3.3 Samples will be evaluated on various aspects relating to quality, durability, safety and general adherence to minimum stipulated specifications.
- 8.3.4 The Bidder shall bear all costs associated with the preparation and submission of its bid including the submission of samples
- 8.3.5 The North West Provincial Department of Education will in no case be responsible or liable for costs associated with submission of bid proposals, regardless of the conduct or outcome of the bidding process.
- 8.3.6 After the evaluation process of samples has been successfully concluded, bidders will be notified to retrieve all samples submitted.
- 8.3.7 Failure to collect samples may result in samples being disposed of according to departmental assets management policy.
- 8.3.8 Samples of the winning bidder(s) will remain the property of the department for the contractual period of the bid, these samples will be used for the monitoring purposes and should the bidder deviate these may result in termination of contract.

8.4 STAGE 4 - PRICE (80 POINTS) AND PREFERENTIAL POINTS (20 POINTS)

8.4.1 Pricing (80 Points)

8.4.1.1 The following Pricing Schedule Summary must be completed as follows:

8.4.1.2 The bid pricing should be based on price per item to be provided to schools (VAT Inclusive).

	POINTS 80/20
1.1 PRICE	80
1.2 Preference	20
Total points for Price and Preference must not exceed	100

The maximum points for this bid are allocated as follows:

8.4.1.3 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million inclusive of all applicable taxes

8.4.1.4 Bidder must submit proof of its B-BBEE status level of contributor

8.4.1.5 A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but

- (a) May only score points out of 80 for price; and
- (b) Scores 0 points out of 20 for B-BBE

2023 FET TECHNOLOGY SPECIFICATIONS KIT LIST FOR GRADES 8 – 9

TECHNOLOGY KIT FOR GRADES 8-9 - CAPS COMPLIANT

The Technology Kit must:

- be CAPS compliant and be designed to cover all knowledge areas of the new curriculum
- contain sufficient resources for 10 groups of learners per class to perform activities
- be housed in a sturdy plastic trunk with topic trays to store the resources for the topics
- be supported by a Teacher's Guide and a Learners' Booklet with Activity Sheets

<u>BASIC ITEMS</u>	<u>Description</u>	<u>QUANTITY</u>	<u>Price</u>
Rubber bands	100 pkt Large	1	
String, thin cotton	50g ball	1	
Drinking Straws	pkt of 100 Plastic	2	
Skewers, Wooden, pkt		2	
Wheels, rubberised	52mm diam, pkt Of 40	1	
Link strip, strips, with gussets	pkt 40	1	
Rigid plastic rod	450x4mm, pkt 20	1	
Wooden dowel,	450x4mm, pkt 50	1	
Paper fasteners,	box 100	1	
Paper clips, silver metal type,	box 100	1	
Wood strip,	450x10x10mm, bundle of 50	1	
Plastic chassis, for model cars	(13cm x 9cm)	10	
Nut and bolt pack,	16mm M4, pkt 100	1	
Glue, clear adhesive,	25g tube	2	
Glue, wood and paper,	500g bottle White	1	
Masking tape,	40m roll	2	
Plastic sheet, A4,	(1mm white PVC 30cm x 20cm)	20	

<u>BASIC ITEMS</u>	<u>Description</u>	<u>QUANTITY</u>	<u>Price</u>
Sello tape,	40m roll Clear	4	
Cams -	pkt of 20 (2 sizes),	1	
Gear Set,	4 sizes of spur gears, pkt 40	2	
Specialised gear pack,	4 types, pkt 40	1	
Pulley pack,	pkt 30	2	
Perforated base plate ,	pkt 10	1	
Angle bracket pack,	300mm, pkt 10	1	
Nut and bolt pack,	25mm M4, pkt 100	1	
Wedge (16 mm timber 30 x 70 at an angle)		10	
Copper (ii)sulphate crystals, 500g		1	
Recycled plastic pellets	1 pkt (about 200 g)	1	
Copper strip -	150 x 20 mm	10	
Zinc strip	150 x 20 mm	10	
Nails	100 mm	20	
TOTAL			

PNEUMATICS

Syringe	10ml	10	
Syringe	2.5 ml	10	
Syringe adaptors for,	10ml syringes	10	
Syringe adaptors for	2,5ml syringes	10	
Plastic tubing,	3ml ID, per m	10	
T-pieces		10	
One-way valve apparatus to show Hydraulic press		1	
Shut-off T valve		10	
TOTAL			

ELECTRICITY

<u>BASIC ITEMS</u>	<u>Description</u>	<u>QUANTITY</u>	<u>Price</u>
Motor, 3V, with leads fitted		10	Price
Motor clip	10 Pkt	1	
Reducer, to fit on motor,	10Pkt	1	
Battery holder, for 2 AA cells (with leads)		10	
Torch cell, AA size		20	
Lamp holder, MES		10	
Lamps, MES, 2,5V		10	
Wire, single core, red,	10m roll	1	
Wire, single core, black,	10m roll	1	
Buzzer		10	
Connector block, strip of 12 connectors		4	
Connector board, simple		10	
Diode		10	
LED	10 red & 10 green	20	
Resistors, various ratings, 0,25W		30	
Thermistor – 3V3 NTC 1.5A 15ohm		10	
Light dependent resistor	4 x 5 , 20K Ω	10	
Transistors		10	
Variable resistor	(10 K Ω)	10	
Resistor	20ohm (ceramic resistor)	10	
Capacitor	1000uF	10	
Switch	Single pole single throw switch	1	
Switch,	Single pole double throw	1	
Switch,	Double pole double throw	1	
Solar panel	(7cm x 4cm)	1	
Ammeter	(single scale)	1	

<u>BASIC ITEMS</u>	<u>Description</u>	<u>QUANTITY</u>	<u>Price</u>
Voltmeter	(single scale)	1	
Reed Switch Normally open	(20.5 x 2.5)	1	
Disc ferrite magnet	Small	1	
Transformer wire	(100m reel)	1	
Bar Magnets, ferrite	Small	10	
Magnet, horse-shoe	Small	1	
Iron Filings	(100 g)	1	
TOTAL			

PACKAGING & MANUALS

		Price
Teacher's Guide on using the resources in the Kits	1	
Learner Booklet with Activity Sheets for Gr 7-9	1	
Plastic mobile container to accommodate the whole Kit (110L)	1	
Topic trays & lids to house the different topic themes	4	
TOTAL		
Vat 15%		
TOTAL BID PRICE		

7.3.1. MPORTANT NOTES

7.3.1.1. All items **MUST be quoted**. Any bidder who has not completed the pricing schedule will be rendered non responsive and will be eliminated and not considered for the next stage.

7.3.1.2. Price should be inclusive of all associated administrative, storage, packaging and distribution to schools and offices and be valid for 12 months from the time of award.

disqualified.

- 9.11. Bidders prices will be evaluated on a total excluding VAT
- 9.12. Bidders will be required to select the District Below in order of preference:

YEAR 1 TOTAL BID PRICE	YEAR 2 TOTAL BID PRICE

- 9.13. The Department reserves the right to appoint a successful bidder/s based on the highest scoring bidder according to Tabel 9.12. above

Munla

SH MVULA
ACCOUNTING OFFICER
DATE: 13 JUNE 2023

**EDU 13/23 NW RFB: APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY, PACKAGING AND
DISTRIBUTION OF GRADE 8 - 9 LTSM TECHNOLOGY KITS TO FURTHER EDUCATION AND TRAINING (FET)
SCHOOLS FOR THE CONTRACTUAL DURATION OF TWO (2) YEARS ; 2023/24 AND 2024/25**



education

**Lefapha la Thuto la Bokone Bophirima
Noord-Wes Departement van Onderwys
North West Department of Education
NORTH WEST PROVINCE**

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**EDU 13/23 NW RFB: APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY, PACKAGING AND
DISTRIBUTION OF GRADE 8 - 9 LTSM TECHNOLOGY KITS TO FURTHER EDUCATION AND TRAINING (FET)
SCHOOLS FOR THE CONTRACTUAL DURATION OF TWO (2) YEARS ; 2023/24 AND 2024/25**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

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 administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)