



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

REQUEST FOR TENDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DESIGN, LAYOUT, ARTWORK, PRINT, PACK AND DELIVER EXAMINATION STATIONERY FOR A PERIOD OF THREE YEARS (3).

RFP NUMBER: **BID DHET 149**

Date Issued: **20 October 2021**

Closing date and time: **10 November 2021 at 11:00**

Bid Validity Period: **90 days**

TENDER BOX ADDRESS:

Department of Higher Education and Training

117 - 123 Francis Baard Street

Pretoria

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REQUEST FOR TENDER

Terms of Reference for the appointment of a suitable Service Provider to design, layout, artwork, print, pack, and deliver examination stationery for a period of three years.

The Department of Higher Education and Training (DHET) is requesting potential service providers to submit proposals for a tender to design, layout, artwork, print, pack and deliver examination stationery to **222 Struben Street, PRETORIA.**

PART A – INFORMATION ON THE TENDER

1. BACKGROUND

- 1.1 The Branch Technical and Vocational Education and Training (TVET), through Chief Directorate: National Examinations and Assessments (NEA) is responsible for printing, packing, and dispatching of all examination stationery to Public TVET, Private Colleges and General Education Training Centres (GETC) during all examination cycles, namely February, April, June, August, and November. The dispatching of stationery is done throughout the year in large volumes, and is distributed via the use of courier services to the Colleges.

2. PURPOSE OF THE TENDER

- 2.1 The purpose of the tender is to appoint a service provider that will meet all specifications in respect of the design, layout, artwork, printing and packing of examination stationery and to deliver to the DHET for a three-year period.
- 2.2 The successful bidder will be expected to supply a pricing model that will indicate pricing per individual year of the three-year period.

3. SCOPE AND DEFINITION OF WORK

- 3.1 The Department of Higher Education and Training is seeking a service provider/s that will provide artwork and print, pack and deliver examination stationery items on behalf of the Department.
- 3.2 Table 1 (page 6) indicates the expected delivery dates and printing volumes per individual item and financial year).

- 3.3 The examination stationery items required are indicated in paragraph 4 below.

4. STATIONERY ITEMS

4.1 Books of Exams 8/13, report 190/1 NATED Answer Books (Black and White)

- 4.1.1 Printed throughout in black ink on coloured paper
- 4.1.2 Saddle stitched (2 staples)
- 4.1.3 70 gsm bond paper for inside pages, and 80 gsm bond paper for cover page.
- 4.1.4 A4 size (printed on A3, folded in to A4), white paper.
- 4.1.5 Inside pages consists of 14 pages excluding the cover page, to be printed with dotted lines on both sides.
- 4.1.6 Cover page printed in black ink, instruction page printed at the back of front cover page.
- 4.1.7 Sequential page numbering of booklet starting from back of front cover page to last page. The numbering shall commence with one at the bottom of the pages
- 4.1.8 Packaging of answer books must be Shrink-wrapped in 60's with clear plastic, packed in boxes (9 packets per box). Must be delivered in pallets
- 4.1.9 Supplier to provide the Department with a sample to proofread before printing of material.

4.2 Books of Exams 8/13 NCV Answer books (Navy blue and White)

- 4.2.1 Printed throughout in navy blue ink on coloured paper
- 4.2.2 Saddle stitched (2 staples)
- 4.2.3 70 gsm bond paper for inside pages, and 80 gsm bond paper for cover page.
- 4.2.4 A4 size (printed on A3, folded in to A4), white paper
- 4.2.5 Inside pages consists of 14 pages excluding the cover page, to be printed with dotted lines on both sides
- 4.2.6 Cover page printed in black ink, instruction page printed at the back of front cover page.
- 4.2.7 Sequential page numbering of booklet starting from back of front cover page to last page. The numbering shall commence with one at the bottom of the pages
- 4.2.8 Packaging of answer books must be Shrink-wrapped in 60's with clear plastic, packed in boxes (9 packets per box). Must be delivered in pallets
- 4.2.9 Supplier to provide the Department with a sample to proofread before printing of material.

4.3 Books of Exams 8/15 Computer Scripts (Black and yellow)

- 4.3.1 Cover page printed in blank ink on one side
- 4.3.2 Saddle stitched (2 staples)
- 4.3.3 80 gsm bond paper
- 4.3.4 1 page A4 size (printed on A3 folded to A4), yellow paper
- 4.3.5 Packing of computer scripts must be shrink-wrapped in 500's with clear plastic, packed in boxes (1400 answer sheets per box). Must be delivered in pallets
- 4.3.6 Supplier to provide the Department with a sample to proofread before printing of material,

4.4 Books of Exams 8/20 Drawing paper (Black and white)

- 4.4.1 One side in black ink

- 4.4.2 160 gsm Litho board
- 4.4.3 A2-2 pager self-cover
- 4.4.4 Shrink-wrapped in 250's with brown paper, packed in packets
- 4.4.5 Supplier to provide the Department with a sample to proofread before printing of material.

4.5 Books of Exams 8/19 3 Cycle × 3 cycles logarithmic graph paper

- 4.5.1 297.0 × 210.0mm, portrait
- 4.5.2 1 page
- 4.5.3 1/0-colored, blue
- 4.5.4 60 g/gm uncoated paper-reels
- 4.5.5 A4 sheet
- 4.5.6 Trim to size
- 4.5.7 Shrink-wrapped in 500's, packed in packets
- 4.5.8 Supplier to provide the Department with a sample to proofread before printing of material.

4.6 Books of Exams 8/9 (b) 5-Cycle semi-logarithmic graph paper

- 4.6.1 297.0 × 210.0mm, portrait
- 4.6.2 1 page
- 4.6.3 1/0-colored, green
- 4.6.4 80 g/gm uncoated paper-reels
- 4.6.5 A4 sheets
- 4.6.6 Trim to size
- 4.6.7 Shrink-wrapped in 500's, packed in packets
- 4.6.8 Supplier to provide the Department with a sample to proofread before printing of material.

4.7 Tamper proofs envelopes

- 4.7.1 A tamper evident seal is to be welded onto the bag. The seal must give clear and visual proof that the bag has not been tampered with and the tape will break its weakest points. The tape closes on the top of the 410mm side,
- 4.7.2 Size must 430mm x410mm
- 4.7.3 Clear PVC-80 microns co-extruded polythene
- 4.7.4 Print one side in green ink as per specimen
- 4.7.5 Readable sequence numbering displayed at the bottom of each envelope
- 4.7.6 Supplier to provide the Department with a sample to proofread before printing of material

4.8 Books of Exams 9/5 Belly Bands for Examination Answer Scripts

- 4.8.1 Size 540x110mm
- 4.8.2 80 gsm brown wrapping paper
- 4.8.3 Black ink one side
- 4.8.4 Cut to shape and paste a double sided tape
- 4.8.5 Packaging shrink-wrapped in 500's, packed in packets
- 4.8.6 Proofreading required before printing of material

4.9 Books of Exams 8/9 (a) 5-Cycle semi-logarithmic graph paper

- 4.9.1 297.0 × 210.0mm, portrait
- 4.9.2 1 page
- 4.9.3 1/0-colored, blue
- 4.9.4 80 gsm uncoated paper-reels
- 4.9.5 A4 sheets
- 4.9.6 Trim to size
- 4.9.7 Shrink-wrapped in 500's, packed in packets
- 4.9.8 Supplier to provide the Department with a sample to proofread before printing of material

4.10 Books of Exams 8/2: Hot rolled structural steel sections: books

- 4.10.1 Printed throughout in black ink
- 4.10.2 Inside pages 1/1 on 80 gsm bond white, cover 2/1 on 200gsm matt
- 4.10.3 A5 - 26 pages text, includes front and back cover pages
- 4.10.4 Saddle stitched (2 staples)
- 4.10.5 Shrink-wrapped in 100's, packed in packets
- 4.10.6 Grammage cover 200.0, H (mm):210.0 W (mm):148.0
Text - 1: 80.0, H (mm): 210.0 W (mm): 148.0
Text - 2: 80.0, H (mm):210 W (mm):148.0
- 4.10.7 Sequential page numbering of booklet starting from back of front cover page to last page. The numbering shall commence with one at the bottom of the pages
- 4.10.8 Supplier to provide the Department with a sample to proofread before printing of material

4.11 Books of Exams 173: Properties of Water and Steam: Books

- 4.11.1 Printed throughout in black ink inside pages 1/1 on 80 gsm bond white, cover 1/0 on 200gsm Litho Maze
- 4.11.2 A5 - 12 pages text, includes front and back cover pages
- 4.11.3 Saddle stitched (2 staples)
- 4.11.4 Shrink-wrapped in 100's, packed in packets
- 4.11.5 Grammage cover 200.0, H (mm):210.0 W (mm):148.0
Text - 1: 80.0, H (mm): 210.0 W (mm): 148.0
Text - 2: 80.0, H (mm):210 W (mm):148.0
- 4.11.6 Sequential page numbering of booklet starting from back of front cover page to last page. The numbering shall commence with one at the bottom of the pages
- 4.11.7 Supplier to provide the Department with a sample to proofread before printing of material

4.12 Books of Exams 8/1 Three-figure Mathematical Tables

- 4.12.1 Text throughout in black ink
- 4.12.2 Tables throughout in red ink
- 4.12.3 Inside pages 1/1 on 80gsm bond white, cover 2/1 on 200gsm matt
- 4.12.4 A5-50 pages text includes front and back cover pages
- 4.12.5 Saddle stitched (2 staples)
- 4.12.6 Shrink-wrapped in 100's, packed in packets
- 4.12.7 Grammage cover 200.0, H (mm): 210.0 W (mm): 148.0
Text - 1: 80.0, H (mm): 210.0 W (mm): 148.0

- Text - 2: 80.0, H (mm): 210 W (mm): 148.0
- 4.12.8 Sequential page numbering of booklet starting from third page to last page. The numbering shall commence with one at the top of the booklet
- 4.12.9 Supplier to provide the Department with a sample to proofread before printing of material
- 4.13 GETC Level 4 Examination Answer book (Black and Green)**
- 4.13.1 Printed throughout in black ink on coloured paper
- 4.13.2 Saddle stitched (2 staples)
- 4.13.3 70 gsm bond paper for inside pages, and 80 gsm bond paper for cover page
- 4.13.4 Inside pages consists of 20 pages excluding cover page, to be printed with ruled lines on both sides. Border lines to be dark
- 4.13.5 Cover page printed in black ink, instruction page to be printed at the back of front cover page
- 4.13.6 A4 size (printed on A3, folded in to A4), green paper
- 4.13.7 Sequential page numbering of booklet starting from back of front cover page to last page. The numbering shall commence with one at the bottom of the pages
- 4.13.8 Packaging of answer books must be Shrink-wrapped in 60's with clear plastic, packed in boxes (9 packets per box). Must be delivered in pallets
- 4.13.9 Supplier to provide the Department with a sample to proofread before printing of material

NOTE:

- 1 Prospective bidders must attend a compulsory viewing session as indicated in Part C.**
- 2 Department will provide samples of all examination material to the successful bidder.**
- 3 Bidders must ensure that their personnel involved with this project are security vetted, at least at the confidentiality level.**
- 4 Bidders must provide proof of vetting or the bid will be disqualified. All security vetting cost will be borne by the bidder.**
- 5 The DHET will conduct a viewing session of each bidder's premises, refer to Part C, par 7 on Due Diligence.**

5. DELIVERABLES

- 5.1 Design, layout, printing, packaging and delivery of all items as per scope and specification and per sample.
- 5.2 Ensure secure delivery is done as per due dates.
- 5.3 Supplier to provide the Department with sample of all items to proofread as per scope, specification and sample.
- 5.4 Service provider will deliver materials **within 48 hours** after receiving an order from Department of Higher Education and Training. Refer to Table 1.
- 5.5 Delivery note of goods must accompany full delivery.

- 5.6 Deliveries to be done between 08:30 and 15:30 on weekdays.
- 5.7 Trucks with a load of less than 8 tonne may access the delivery address (222 Struben Street).
- 5.8 **The expected delivery dates per examination cycle as indicated in Table 1 below.**

Table 1

ITEM	DELIVERY DATES														
	2022					2023					2024				
	14-Jan-22	01-Mar-22	02-May-22	01-Aug-22	Total volumes to be supplied to DHET for 2022	13-Jan-23	01-Mar-23	01-May-23	01-Aug-23	Total volumes to be supplied to DHET for 2023	13-Jan-24	01-Mar-24	01-May-24	01-Aug-24	Total volumes to be supplied to DHET for 2024
Books of exams 8/13, report 190/1 NATED Answer Books (black and white)	600 000	800 000	600 000	1 400 000	3 400 000	600 000	800 000	600 000	1 400 000	3 400 000	600 000	800 000	600 000	1 400 000	3 400 000
Books of exams 8/13 NCV Answer Books (navy blue and white)	200 000			800 000	1 000 000				1 200 000	1 200 000				1 200 000	1 200 000
Books of exams 8/15 Computer scripts	400 000				400 000	400 000				400 000	400 000				400 000
Books of exams 8/20 Drawing paper	200 000				200 000	200 000				200 000	200 000				200 000
Books of Exams 8/19 3 Cycle x 3 cycles logarithmic graph paper	10 000				10 000					0					0

- 5.9** The service provider must be able to assist outside the stipulated delivery dates if an emergency should arise.

6. APPROPRIATE QUALIFICATIONS, EXPERIENCE, SKILLS AND KNOWLEDGE

- 6.1** The service provider must have proven experience in the services required which are design, layout, artwork, printing, packing and dispatching.
- 6.2** The service provider must have the necessary capacity to carry out the work, and must be able to adhere to tight deadlines.
- 6.3** The service provider must have all the necessary operating machines to deliver the required quality.

7. DURATION OF THE CONTRACT

- 7.1** The successful bidder should be appointed to render the services for a period of 36 months starting from the date the order has been issued.
- 7.2** Work will commence on the issuing of the order by Department of Higher Education and Training.

PART B – LEGISLATIVE FRAMEWORK

1. TAX LEGISLATION

- 1.1 Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the Department, and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.2 It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.
- 1.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 1.4 Bidders are required when submitting a bid, to provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.
- 1.5 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of bidding documentation and the National Treasury will accordingly verify the bidder's tax compliance status through screening of the requisite information provided on the Central Supplier Database.
- 1.6 Where consortia/joint ventures and/or sub-contractors are involved in the bidding process, each party must be registered individually on the Central Supplier Database and their tax compliance status will accordingly be verified by National Treasury through the Central Supplier Database.

2. PROCUREMENT LEGISLATION

- 2.1 The Department utilises a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated phased under Section 76 of the *Public Finance Management Act, 1999 (Act, No. 1 of 1999)*, the *Preferential*

Procurement Policy Framework Act 2000 (Act, No.5 of 2000); the Preferential Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3. TECHNICAL LEGISLATION AND/OR STANDARDS

- 3.1 Bidder(s) should at all times be cognisant of the relevant legislation and/or standards specifically applicable to the service portfolio to be rendered in terms of this tender.

PART C – THE BIDDING PROCESS

1. TIMELINE OF THE BID PROCESS

- 1.1 The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 90 days. The relevant project time-frames in terms of this bid are indicated as follows:

Activity	Due Date
Advertisement of the bid via National Treasury e-tender portal / Department's website	20 October 2021
Compulsory viewing session	Date: 26 October 2021 Time: 11:00am Venue: INDLELA Olifantsfontein Trade Test Centre (Department of Higher Education), M57 Old Kempton Park and Pretoria Road, Olifantsfontein, Ukhozi Boardroom
Questions related to the bids received from bidder(s)	Up to 27 October 2021
Collated answers from end user published on website	29 October 2021
The bid closing date	10 November 2021 at 11:00
Due diligence site visit	Per arrangement with bidder

- 1.2 All dates and times in this bid are determined in accordance with South African standard time.
- 1.3 Any time or date reflected in this bid is subject to change at the Department's discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the Department in taking action, or creating by any manner rights in terms of which bidders may demand that specific action(s) be undertaken on the date(s) accordingly reflected in this bid. The bidder therefore accepts that, in the event of the Department extending the deadline for bid submissions (the closing date) based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally with regard to the revised deadline.

2. COMPULSORY VIEWING SESSION

- 2.1 A compulsory viewing session for all prospective bidders will be held at Ukhozi Boardroom, INDLELA Olifantsfontein Trade Test Centre (Department of Higher

Education and Training), M57 Old Kempton Park and Pretoria Road, **Olifantsfontein**, 1665.

- 2.2 The details of the compulsory viewing session are as follows:

Date: **26 October 2021**

Time: **11:00am**

Venue: Ukhozi Boardroom, INDLELA Olifantsfontein Trade Test Centre, M57 Old Kempton Park and Pretoria Road, **Olifantsfontein**, 1665.

- 2.3 No reimbursement of expenses incurred by prospective bidders to attend the session will be possible.
- 2.4 **Failure to attend the compulsory viewing session will result in disqualification of a proposal.**

3. CONTACT AND COMMUNICATION

- 3.1 A nominee on behalf of the bidder may make enquiries in writing, up and until **29 October 2021**, to the Directorate: Supply Chain Management, via email at Tenders@dhet.gov.za. The delegated office of the Department is entitled to communicate with bidders whenever further clarity is sought regarding information provided in bid proposals.
- 3.2 Any communication by bidders addressed to or with an official or person acting in an advisory capacity on behalf of the Department, in so far as it has relevance to bid proposal, during the period commencing from the bid closing date and that of awarding of the tender, is strongly discouraged.
- 3.3 All communication between bidders and the Department must be provided in writing.
- 3.4 While due care has been taken regarding the finalisation of this bid, the Department duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to bidders during the bidding process is accurate, current and/or complete. The Department and its employees/advisors therefore will not be liable in relation to any information communicated and proves to be inaccurate, outdated and/or incomplete.

- 3.5 In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part of other information provided by the Department (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the Department before the closing date with the aim of affording the Department an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- 3.6 All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.
- 3.7 Any actual discrepancy, ambiguity, error or inconsistency in relation to the bid or part of any other information provided by the Department will, where possible, be corrected and the revised documentation be published.

4. LATE BIDS

- 4.1 Bids received at the address indicated in the bid documents after the specified closing date and time, will not be accepted for consideration and where practical, will be returned unopened to the bidder(s).

5. COUNTER CONDITIONS

- 5.1 Bidders are advised that subsequent **amendments to any of the Bid Conditions, the proposals of any counter conditions by bidders or qualifications made in respect of the Bid Conditions shall result in the immediate disqualification of such bids.** Bidders should therefore adapt their standard conditions in line with those that are issued by the Department.

6. FRONTING

- 6.1 The Department supports the spirit of Broad-based Black Economic Empowerment and recognises that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable,

transparent and legally compliant manner. Against this background, the Department strongly condemns any form of fronting.

- 6.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be determined during such an enquiry/investigation, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the Department may have at its disposal and accordingly wish to institute against such bidders/contractors.

7. SUPPLIER DUE DILIGENCE – SITE VISIT

- 7.1 Site visit will be arranged with identified bidder/s to amongst others assess the plant/premises, verify machinery and equipment, confirm human and capital resources, understand the process and workflow, determine if the expected capacity can be delivered within a 48 hour turnaround, etc. Additional information may be requested during site visit. The Department reserves the right to conduct site visits to the appointed service provider for the duration of the contract term.

8. SUBMISSION OF PROPOSALS

- 8.1 Bid documents must be placed in the Department's tender box situated in **123/117 Francis Baard Street, Pretoria, 0001** (Opposite Pretoria Magistrate Court) on or before the closing date and time.

Closing Date: **10 November 2021**

Closing Time: **11:00**

- 8.2 Bid documents will only be considered if received by the Department before or on the closing date and time, regardless of the method used to send or deliver such documents to the Department.
- 8.3 **Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy).** Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 8.4 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

9. MANDATORY BID DOCUMENTS

- 9.1 The Department has set minimum standards that bidders need to meet as a precursor to evaluation and selection as the successful bidder.
- 9.2 The minimum standards consist of the following criteria:

Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and B-BBEE Evaluation (Phase 2)
Bidders must submit all documents as outlined in paragraph 9.3 below. Only bidders that comply with ALL these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of 80 points out of 100 points to proceed to Phase 2 (Price and B-BBEE considerations).	Bidders will be evaluated out of 100 points and Phase 2 will only apply to bidders who have met and/or exceeded the threshold of 80 points .

9.3 Phase 0: Pre-Qualification Criteria:

Without any limitation in respect of the Department's other critical requirements relevant to this Bid, prospective bidders must submit all the documents listed in **the table** below.

Table: Documents to be submitted for pre-qualification:

Document that must be submitted for bidder [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission may result in disqualification
Permission in terms of POPI Act to utilise information contained in documents for procurement purposes		Complete and sign the attached <i>pro-forma</i> document
Invitation to Bid – SBD 1		Complete and sign the attached <i>pro-forma</i> document

Document that must be submitted for bidder [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission may result in disqualification
Tax Status SBD 2		i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number iv. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4		Complete and sign the attached <i>pro-forma</i> documents.
Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 SBD 6.1		Complete and sign the attached <i>pro-forma</i> documents.
Declaration of Bidder's Past Supply Chain Management Practices SBD 8.		Complete and sign the attached <i>pro-forma</i> document
Certificate of Independent Bid Determination SBD9		Complete and sign the attached <i>pro-forma</i> document
Registration on the Central Supplier Database (CSD report)		i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. ii. Submit proof of registration.
Pricing Schedule (Bidder only)		Submit full details of the pricing proposal in a separate envelope

9.3.1 Each document must be completed and signed by the duly authorised representative on behalf of the prospective bidding company.

9.3.2 During this phase, bid responses will be evaluated with emphasis placed on documentary compliance with the listed administrative and mandatory bid requirements.

9.3.3 **Bidders' proposal shall be disqualified as a result of non-submission;**

9.3.4 **Bidders' proposal may be disqualified as a result of non-completion of the listed documents.**

9.4 **Phase 1: Technical Evaluation Criteria = 100 points:**

9.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.

9.4.2 Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.

9.4.3 Bidding companies will be evaluated on an overall score of 100 points.

- 9.4.4 The Department as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain Department's sole discretion.
- 9.4.5 Bidders are required to score a minimum of **80 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE status**.
- 9.4.6 **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

9.5 Phase 2: Price and B-BBEE Evaluation (80 + 20) = 100 points:

- 9.5.1 Only prospective bidders that have attained the **80** points allocation threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and B-BBEE qualification criteria.
- 9.5.2 Pricing options and B-BBEE qualification will accordingly be evaluated as follows: In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*, responsive bids will be adjudicated on the *80/20 (R1 million to a maximum R50 million, all applicable taxes included)* preference point system in terms of which points are awarded to bidders on the basis of the bid pricing (**maximum 80 points**) and B-BBEE status level of the contributor (**maximum 20 points**).

9.5.3 Stage 1 - Price Evaluation (80 Points):

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

The following formula will be applied to calculate the points awarded in relation to pricing and this determination is informed as follows:

- P_s - Points scored for comparative pricing of the bid submitted for consideration
 P_t - Comparative pricing of the bid under consideration
 $P_{\min}$ - Comparative pricing of the lowest acceptable bid

9.5.4 Stage 2 - B-BBEE Evaluation (20 Points):

- 9.5.4.1 **B-BBEE Points allocation:** A maximum of **20 points** may be allocated to a bidder based on the evaluation of the company's B-BBEE status level of contribution that is determined as follows:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

9.5.4.2 B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.

9.5.4.3 Non- submission of a **B-BBEE** certificate will result in a zero (0) score on B-BBEE.

9.5.4.4 The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

AREAS OF EVALUATION	POINTS
• Price	80
• B-BBEE Status Level of Contribution	20
Total	100

9.5.5 Joint Ventures, Consortiums and Trusts:

9.5.5.1 A trust, consortium or joint venture, will qualify for points on evaluation of their B-BBEE status level **as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.**

9.5.5.2 A trust, consortium or joint venture **will qualify for points** on evaluation of their B-BBEE status level **as an unincorporated entity, provided that the entity submits their requisite, consolidated B-BBEE scorecard as if they were a group structure and on condition that such a consolidated B-BBEE scorecard is prepared for every separate bid application.**

9.5.5.3 Bidders must **submit substantive proof of the existence of joint ventures and/or consortium arrangements.** The Department will

accept valid signed agreements as proof for the existence of a joint venture and/or consortia arrangement.

- 9.5.5.4 **Joint venture and/or consortia agreements must clearly set out the roles and responsibilities of the lead partner, alongside the joint venture and/or consortium. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortia arrangement.**

9.5.6 Claim B-BBEE Points:

- 9.5.6.1 Prospective bidders who wish to qualify for and claim preferential points are obligated to fully comply with regulations 3 of the PPPFA Regulation in so far as it pertains to B-BBEE points claim.

9.5.7 Optional Sub-contracting: (Regulation 6(5) of the Preferential Procurement Regulations, 2017):

- 9.5.7.1 **6(5) “A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, UNLESS the intended subcontractor is an EME that has the capacity to execute the subcontract.”**
- 9.5.7.2 **“EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003).**

PART D – SUBMISSIONS

1. SUBMISSION OF PROPOSAL

- 1.1 The two envelope procedure must be followed for tender submissions.
- 1.2 The first envelope must clearly state TECHNICAL SUBMISSION, wherein the bidder should address all aspects of the required scope of services.
- 1.3 The second envelope must clearly state FINANCIAL SUBMISSION, wherein the bidder should include the proposed fee for the project.
- 1.4 Proposals must be submitted in hard copy format: One original and one copy.

2. CONTENT OF THE TECHNICAL SUBMISSION

The technical submission should include the following:

- 2.1 Cover Page
- 2.2 Mandatory documents
- 2.3 Introduction and Executive Summary
- 2.4 Company and contact information of the bidder, including all parties/team members to the consortium where applicable

2.5 Exhibit 1:

The proposal must include all the following documents:

A short profile of the service provider, as well as the team (team leader and team members), outlining in specific:

- a) The teams level of knowledge, skills, experience and qualifications to work within a printing, design and packaging industry.
- b) A review of management skills and experience of team members in managing projects of this magnitude.
- c) Contactable references

2.6 Exhibit 2:

Proposal outlining the detailed approach and methodology to be applied in managing this project to governance, administration, financial management (including financial

reporting to the Department and project management aspects of the project (including monitoring and reporting).

In specific this part must include:

- A short description of the envisaged methodology, processes and procedures that the service provider will deploy to ensure that EACH deliverable is achieved at the required level of quality.
- Furthermore, the project plan must contain an activity sheet and milestone plan showing how the service provider will complete and manage the project.

2.7 Exhibit 3:

- A table containing the names of all team members, their envisaged roles and responsibilities and the time they will work on the project;
- An abridged CV of the Team Leader clearly indicating relevant experience and expertise in project management;
- An abridged CV of the person/s that will do the work, clearly indicating relevant expertise and experience; and
- Certified copies of the highest education qualification/s of each team member, as certified by a commissioner of oath.

2.8 Exhibit 4:

A detailed structure of the bidder's organisation, how it operates and specifically how it will be able to respond with transparency and urgency to requests by the Department;

- A demonstration that the bidder has the necessary human resources to respond to the TOR of the project.
- A demonstration in how the bidder will relate to the internal arrangements of the Department for the work to be performed;
- Any other supplementary information.

2.9 The bidder must ensure the following in the above documents:

- Project plan/methodology - Service providers to indicate what procedure/methodology is going to be used to execute the service or project; as well as provide a project plan with final outputs must be linked to the timeframes;
- The detailed approach and methodology to be applied in managing the intended fund. This includes, but is not limited to governance, administration, financial management (including financial reporting to the DHET) and project management aspects of the project (including monitoring and reporting);
- Demonstrated proven previous experience of successfully completed projects of this magnitude;
- A demonstration in how the bidder will relate to the internal arrangements of the DHET for the work to be performed;

3. FINANCIAL SUBMISSION

- 3.1 The financial submission should include the proposed fee for the project over the 36 months period.
- 3.2 The proposed fee should include any costs that will be incurred by the bidder, including travel and subsistence expenses. The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes.

4. EVALUATION CRITERIA

4.1 The following table reflects the evaluation criteria that will be used in evaluating the technical submission.

No	Element	Weight		
1	Skills, knowledge and experience A review of skills, knowledge and experience of team members in managing projects of this magnitude. A table of the team members must be provided demonstrating their expertise on the project. CVs of all project members must be provided. Where a member has more than 1 expertise, e.g. layout and design, it must be indicated as such to qualify for scores in the separate categories. Where more than 1 member will be responsible for an expertise, the CV of the leading-hand (senior) must be indicated to qualify for scores in a category. Source: Exhibits 1, 3 Legend • Team leader – project management skills, knowledge, experience (maximum of 5 points) • Team member – Layout (maximum of 3 points) • Team member – Design (maximum of 3 points) • Team member – Printing (maximum of 3 points) • Team member – Artwork (maximum of 3 points) • Team member – Packaging and distribution (maximum of 3 points) • <table><tr><td>TEAM MEMBERS 8 - 10 or more Years' experience (3 points) 6 - 7 Years' experience (2 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)</td><td>TEAM LEADER 8 - 10 or more Years' experience (5 points) 6 - 7 Years' experience (3 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)</td></tr></table>	TEAM MEMBERS 8 - 10 or more Years' experience (3 points) 6 - 7 Years' experience (2 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)	TEAM LEADER 8 - 10 or more Years' experience (5 points) 6 - 7 Years' experience (3 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)	20
TEAM MEMBERS 8 - 10 or more Years' experience (3 points) 6 - 7 Years' experience (2 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)	TEAM LEADER 8 - 10 or more Years' experience (5 points) 6 - 7 Years' experience (3 points) 3 - 5 Years' experience (1 points) Less than 3 years (0 points)			
2	Methodology and approach as well as project plan The evaluation methodology and approach to be employed including administration aspects of the project. Source: Exhibit 2 and 4 Legend Methodology & approach demonstrates (maximum of 15 points) • Excellent proposed methodology & approach on how project objectives will be met as per the terms of reference (15 points) • Average proposed methodology & approach on how project objectives will be met as per the terms of reference (10 points) • Below average proposed methodology & approach on how project objectives will be met as per the terms of reference (5 points) Project Plan from inception phase to project close out (maximum of 15 points) • Comprehensive plan with activities, milestones, resources, timelines, etc in achieving targets as per the terms of reference. (15 points) • Average plan and does not cover all areas relating to activities, milestones, resources, timelines, etc in achieving targets as per the terms of reference (10 points) • Incomprehensive plan and does not address the terms of reference (0 points)	30		

3	Capacity and capability: a) Organisation profile and proven project evaluation experience of successfully completed projects of this kind and magnitude – organisational structure must be indicated. b) The bidder must demonstrate the capability and capacity of their resources. Source: Exhibits 1, 4 Legend Organisation structure The profile must at least demonstrate the knowledge & experience in the printing business pertaining to *layout, design, artwork, printing, packaging, distribution and project management. It must also indicate the organisational structure, human and capital resources. • Number of years in layout, design, artwork, printing, packaging and distribution business (maximum of 10 points) i. 7 years and more = 10 points ii. 4-6 years = 5 points iii. Less than 4 years = 1 point Resource capacity and capability The profile must at least demonstrate the knowledge & experience in the printing business pertaining to *layout, design, artwork, printing, packaging, distribution and project management. It must also indicate the organisational structure, human and capital resources. • *Human resources (max of 10 points) i. in all 7 aspects = 10 points ii. in 4 to 6 aspects = 5 points iii. in less than 4 aspects = 0 points • Printing capacity within 48 hours (max of 10 points) i. more the 2 million (A4 images) = 10 points ii. between 1 million & 2 million (A4 images) = 5 points iii. less than 1 million (A4 images) = 1 point	30
4	<u>Contactable Reference</u> (must be linked to the reference letters as below – no points scored for list only) The bidder must provide reference letters from current and past clients where similar work was performed. The clients must be tabled under the headings indicated – NOTE, the list will not be scored but points are incrementally allocated for the number of reference letters. Bidders must provide a list of reference of previous and current clients where they provided similar services as outlined in this terms of reference. Information under the following headings must be provided: • Description of service rendered • Duration of the contract • Contract amount • Contact person • Contact details (email and contact number) Reference letters (score a maximum of 20 points) Signed reference letters on official letterhead of clients must be provided. • 5 or More Reference letters (20 points) • 4 Reference letters (15 points) • 3 Reference letters (10 points) Less than 3 Reference letters (0)	20
	Total	100

**** a minimum of 80 points must be achieved to advance to the next phase of evaluation. Bidder must note the requirement for a due diligence site visit to verify amongst other plant, machinery & equipment, resource capacity, workflow, etc. The site visit also seeks to verify the capability of the bidder in relation to the proposal submitted.**

PART E – CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

- 1.1. Any subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
 - 1.1.1. The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the Department is prepared to enter into a contract with the successful bidder.
 - 1.1.2. The bidder submitting the General Conditions of Contract to the Department together with its bid, has ensured that the document has duly been signed by an authorised representative on its behalf.

2. SPECIAL CONDITIONS OF CONTRACT

- 2.1. The Department reserves the right to:
- 2.2. Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 2.3. Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;
- 2.4. Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid;
- 2.5. Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- 2.6. At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated and/or after the preferred bidders have as such been notified of their status; and

- 2.7. Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

3. GOVERNING LAW

- 3.1. South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- 3.2. The bidder agrees to submit to the exclusive jurisdiction of the South African court system in any dispute of any kind that may arise out of- or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

4. DECLARATION

- 4.1. Bidders as part of their respective technical responses, are required to declare the following and confirm that they will:
- 4.2. At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the Department;
- 4.3. Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender;
- 4.4. Act with circumspection and treat the Department fairly in all situations where conflicting interests may become apparent;
- 4.5. Comply with all applicable statutory or common law requirements related to the conduct of its business;
- 4.6. Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the Department;
- 4.7. Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- 4.8. Conduct business activities transparently and consistently uphold the interests and needs of the Department as a client, before any other consideration; and
- 4.9. Ensure that for the duration of the tender no information acquired from the Department will be utilised and/or disclosed to any third party/ies unless written consent from the Department has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 5.1. The Department reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other Department organ or entity and whether from the Republic of South Africa or otherwise ("Department "):
- 5.2. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 5.3. Seeks any assistance, other than assistance officially provided by a Department, from any employee, advisor or other representative of a Department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the Department;
- 5.4. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Department;
- 5.5. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Department;
- 5.6. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the Department;
- 5.7. Has in the past engaged in any matter referred to above; or
- 5.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a

bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 6.1. The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- 6.2. It therefore follows that misrepresentations in a tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

7. PREPARATION COSTS

- 7.1. The bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.
- 7.2. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

8. INDEMNITY

- 8.1. If a bidder breaches the conditions of this bid and as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost(s) of any investigations, procedural impairment, repetition of all- or any part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder then indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

9. PRECEDENCE

- 9.1. This document will prevail over any information provided during any stage whether oral, electronically or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

- 10.1. A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever, for any costs incurred or any damages suffered as a result of the bidder's participation in this bidding process.

11. TAX COMPLIANCE

- 11.1. No tender shall be awarded to any bidder which is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
- 11.2. The Department further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 12.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by the National Treasury, or who have been placed on the National Treasury's List of Restricted Suppliers.
- 12.2. The Department reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

13. CONFIDENTIALITY

- 13.1. Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a tender.
- 13.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.
- 13.3. Throughout this bid process and thereafter, bidders must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

14. PROPRIETARY INFORMATION OF THE DEPARTMENT

- 14.1. Bidders will declare in their respective bid cover letters that they did not have access to any Departmental proprietary information, or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

15. COPYRIGHT AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS

- 15.1. All copyright and all other intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, shall vest in the Department.
- 15.2. The Department will have the right to release the works under an appropriate copyright license, including an open license, that will allow any individual, official, company, agency or organisation to use or modify the works for any purpose as stated in the open licence.

16. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 16.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- 16.2. In the event that the Department allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

17. SERVICE LEVEL AGREEMENT

- 17.1. Subsequent to the Department's decision on awarding the tender, the successful bidder may be required to sign a Service Level Agreement aimed at regulating the specific terms and conditions applicable to the services required by the Department and as far as possible.
- 17.2. The Department reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.
- 17.3. The Department reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

18. PRICING

- 18.1. The price quoted must be an annual price for the three-year contract and must include all related costs.
- 18.2. Price must be VAT inclusive and quoted in South African Rand.
- 18.3. Costing should be aligned with project activities / project phases.
- 18.4. Details of the cost/fee breakdown for all the services to be rendered must be submitted in a sealed envelope with the rest of the documentation.

19. OTHER IMPORTANT MATTERS TO NOTE

- 19.1. The Department reserves the right to conduct background/probity check on key management of the bidder.
- 19.2. The Department reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- 19.3. The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- 19.4. The Department will not be liable to reimburse any costs incurred by the bidder during this tender process.
- 19.5. Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate how such conflicts would be addressed.
- 19.6. Only one proposal per bidder can be submitted and must indicate a (period) implementation.

PART F – MONITORING AND REPORTING

1. MONITORING

- 1.1. All monitoring of the project will be conducted by the Directorate: Examination Management and Monitoring.
- 1.2. A Project Management Team will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Project Management Team will comprise officials from the Department, Directorate: Examination Management and Monitoring and the Service provider. Meetings will be arranged as per approved project plan.
- 1.3. As part of the monitoring, the Department shall visit the premises of the service provider as and when required.

2. REPORTING

- 2.1. The service provider will provide a progress report to the Director: Examination Management and Monitoring (D: EMM) or his/her delegate by email to the Office of the D: EMM the first working day after the expected date of delivery, as indicated in Table 1.
- 2.2. The service provider must report any delays in deliverables within 24 hours of acknowledgment of the delay. This must be accompanied with reasons of such details and a plan of action to rectify such.

3. LANGUAGE

- 3.1. All correspondence including reports must be written in English.

4. SUBMISSIONS/COMMENTS TIMING

- 4.1. The submission of the project implementation plan shall be submitted to the Director: Examination Management and Monitoring within 10 days after the commencement of the project for approval by the Department.
- 4.2. Other reports shall be submitted as per the agreed project implementation plan.
- 4.3. The Department, shall within 15 days of receipt of deliverables, notify the service provider of the approval or not of the deliverable.

4.4. The deliverable shall be deemed to have been approved by the Department if they do not expressly inform the service provider/consultant/lead consultant/team leader of any comments or delays. New timeframes will then be negotiated between the service provider and the Director: Examination Management and Monitoring.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HIGHER EDUCATION AND TRAINING)							
BID NUMBER:		DHET:149		CLOSING DATE: 10 NOVEMBER 2021		CLOSING TIME: 11:00	
DESCRIPTION		APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DESIGN, LAYOUT, ARTWORK, PRINT, PACK, AND DELIVER EXAMINATION STATIONERY FOR A PERIOD OF THREE YEARS					
COMPULSORY VIEWING SESSION		DATE: 26 October 2021		TIME: 11H00		VENUE: UKHOZI BOARDROOM, INDLELA OLIFANTSFONTEIN TRADE TEST CENTRE, M57 OLD KEMPTON PARK AND PRETORIA ROAD, OLIFANTSFONTEIN, 1665	
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
The Director: Demand, acquisition and contract management							
Private Bag X174							
PRETORIA							
0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		Tenders@dhet.gov.za		E-MAIL ADDRESS		Tenders@dhet.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		☐ Yes ☐ No				☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **DHET149**

CLOSING TIME **11:00**

CLOSING DATE: **10 NOVEMBER 2021**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
	.....	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R-----	----- days
	.....	R-----	----- days
	.....	R-----	----- days
	.....	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO THE –

Department: Higher Education and Training

Contact Person:

E-mail address: Tenders@dhet.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

E-mail address: Tenders@dhet.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
☐ ☐ (tick relevant box)

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / N/A**
☐ ☐ ☐ (tick relevant box)

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / N/A**
☐ ☐ ☐ (tick relevant box)

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
☐ ☐ (tick relevant box)

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
☐ ☐ (tick relevant box)

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

☐ ☐ (tick relevant box)

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies (**also refer to CSD report**) whether or not they are bidding for this contract?

☐ ☐ (tick relevant box)

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

COMPULSORY DOCUMENT (COMPLETED AND SIGNED)
TO BE SUBMITTED WITH TENDER DHET _____

PERMISSION BY BIDDER:

On behalf of Company/Close Corporation/Trust/Joint Venture (JV)/
Consortium/Juristic Person/Partnership

I, Prof/Dr/Mr/Ms _____ (duly authorised),

hereby grant permission, in terms of the Protection of Personal
Information Act, 2013 (Act 4 of 2013), (POPI Act), to the Department of
Higher Education and Training, to utilise all information contained in the
Tender documents submitted to the Department of Higher Education and
Training, for purposes of procurement.

Capacity: _____

Signed: _____

Date: _____

**NB: Bidder may be disqualified if completed form is not submitted with
Tender documents**

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)