

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-22/23-0008

**STANDARD BIDDING DOCUMENT: REQUEST FOR PROPOSALS FROM
SERVICE PROVIDERS IN THE FIELD OF CODING, SOFTWARE DESIGN
AND PROGRAMMING TO PROVIDE A CODING AND ROBOCIS
PROGRAMME FOR GRADES 1-9, FOR THE EASTERN CAPE DEPARTMENT
OF EDUCATION ON NEEDS AND BUDGET BASES AND SUPPLIER
PERFORMANCE FOR A PERIOD OF THREE (3) YEARS.**

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

A. Mabindla
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524

Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date:

14 NOVEMBER 2022

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-22-23-0008	CLOSING DATE:	14 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSALS FROM SERVICE PROVIDERS IN THE FIELD OF CODING ,SOFTWARE DESIGN AND PROGRAMME FOR GRADES 1-9 FOR THE EASTERN CAPE DEPARTMENT OF EDUCATION ON NEEDS AND BUDGET BASES AND SUPPLIER PERFORMANCE FOR PERIOD OF A THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MS. L. GWELE	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	084 497 9747	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Linda.gwele@ecdoe.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					

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 TO 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:

.....

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SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder:	Bid number: SCMU6-22/23- 0008
Closing Time 11:00	Closing date: 14 NOVEMBER 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

- | | | |
|---|--|-----------------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery |
*Delivery: Firm/not firm |
| - | Delivery basis | ..... |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder:..... Bid number: **SCMU6-22/23-0008**

Closing Time **11:00**

Closing date: **14 NOVEMBER 2023**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
$D1, D2, \dots$	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D1, D2, \dots$ etc. must add up to 100%.
$R1t, R2t, \dots$	=	Index figure obtained from new index (depends on the number of factors used).
$R1o, R2o$	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

[illegible]

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SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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:

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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	☐
-----	--------------------------	----	--------------------------

- 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

.....

.....

SBD 4

ANNEXURE B

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

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(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

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

2.9.1 If so, furnish particulars.

.....

.....

.....

YES/NO

.....

YES/NO

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

[illegible]

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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 2022

ECBD 6.1**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 R50 000 000** (all applicable taxes included) and therefore the **90/10 Preference Point System shall be applicable.**

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	

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.

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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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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

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General Conditions of Contract

1. Definitions

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

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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

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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.

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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;

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- (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

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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> |

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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

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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

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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

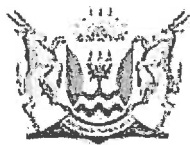
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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| 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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation (NIP) Programme | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34 Prohibition of Restrictive practices | <p>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).</p> <p>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.</p> |

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- 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)



THE DIRECTORATE CURRICULUM MANAGEMENT

Steve Vukile Tshwete Complex • Zone 6 Zwelitsha, • 5608, Private Bag X0032 • BHISHO 5605 REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

BID DESCRIPTION:

REQUEST FOR PROPOSALS FROM SERVICE PROVIDERS IN THE FIELD OF CODING, SOFTWARE DESIGN AND PROGRAMMING TO PROVIDE A CODING AND ROBOTICS PROGRAMME FOR GRADES 1-9 FOR THE EASTERN CAPE DEPARTMENT OF EDUCATION ON NEEDS AND BUDGET BASES AND SUPPLIER PERFORMANCE FOR A PERIOD OF 3 YEARS.

BID NUMBER:	SCMU6 :
PUBLISH DATE:	AUGUST 2022
VALIDITY PERIOD:	Offer to be valid for 120 days from the closing date of bid
CLOSING DATE:	Xxxxx/AUGUST 2022
CLOSING TIME:	11:00
COMPULSORY BRIEFING SESSION:	PLEASE NOTE: ONLY SHORTLISTED SERVICE PROVIDERS WILL BE INVITED TO THE BRIEFING SESSION
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 ZWELITSHA
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the Eastern Cape Department of Education, Head Office in ZWELITSHA. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery. No bid documents will be considered after the closing time and the date of this bid which is indicated in previous row herein above.
BIDDERS NAME:	

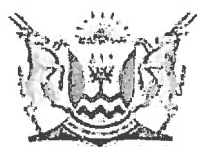


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ACRONYMS

A) ECDoe	- Eastern Cape Department of Education
B) SLA	- Service Level Agreement
C) CAPS	- Curriculum and Assessment Policy Statement
D) C&R	- Coding and Robotics
E) 4IR	- Fourth Industrial Revolution



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|--------|----------------------------|
| F) SBA | - School-Based Assessments |
| G) FPh | - Foundation Phase |
| H) IPh | - Intermediate Phase |
| I) SPh | - Senior Phase |



1 INTRODUCTION

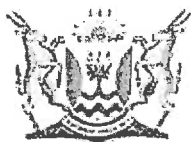
With the inception of the Fourth Industrial Revolution (4IR) the Eastern Cape Department of Education herein after referred to as the (ECDoE) has a responsibility to ensure that learners are prepared to meet the demands of the 4IR that rely on technology. Learners in schools currently in grades 1-9 will graduate in the midst of the 4IR and they need to be prepared to meet the demands of the world of technology, coding, programming and artificial intelligence.

2 PROBLEM STATEMENT

- 2.1. The lack of understanding and preparation for the demands of the Fourth Industrial Revolution is of concern for the ECDoE.
- 2.2. The introduction of Coding and Robotics is a fairly new experience for South Africa (SA) and thus the teaching of Coding and Robotics will be something new for teachers.
- 2.3. Efforts such as the development of a Curricula to teach Coding and Robotics is also a first for SA therefore the curriculum is still a work in progress and is currently being piloted in 236 schools in the Eastern Cape.

3 OBJECTIVES OF THE REQUEST FOR PROPOSAL

- 3.1.1. The objective of this bid is to request proposals from reputedly qualified service providers in the field of Coding, Software Design and Robotics to provide a Coding and Robotics Education Programme for Grades 1-9 in line with the draft C&R CAPS curriculum for the ECDoE on a needs and budget based multi-year contract over a period of three (3) Years for 500 schools.



4 TECHNICAL SPECIFICATIONS GRADE – 1-9

- 4.1. The Coding and Robotics (C&R) Education Programme must meet the requirements of the specifications but should not be limited to.
- 4.2. Bidders are requested to complete in full the following Specification Requirements set specifications of the Grade 1-9 Robotic Kits with coding software.
- 4.3. Bidders are required to reference the proposed product specification sheet supporting their compliance acknowledgement to the set Grade 1-9 Robotic Kits with coding software specifications.
- 4.4. Failure to submit this completed and referenced Specification Requirements and Compliance Matrix will result in the tender being classified as non-responsive and the bidder will be eliminated as part of the evaluation of Stage such as Functional Evaluation of this tender.
- 4.5. Bidders should provide reference to information related to the substantiating evidence or comments in the format as required by the bid specification (e.g. text, graphical representation, diagrams, statistical reports, lists, reference letters, copies of product of solution documentation, certificates, licences, memberships, etc.).
- 4.6. The Coding and Robotic Kits must come with a user manual that is user friendly and the Teacher Manual.
- 4.7. The Bidders shall be required to conduct comprehensive training for teacher and cost for such training must be included in their quotations.
- 4.8. Each Robotic kit must have the following minimum requirements:

4.8.1. KIT 1 (FOCUS ON STRUCTURES & MOTIONS)

- 4.8.1.1. Plates and blocks
- 4.8.1.2. Motorized Controller
- 4.8.1.3. Ability to be configured in at least 100 different robots (Provide a manual per kit)
- 4.8.1.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.1.5. Programmable Controller
- 4.8.1.6. Ability to be configured using different Sensors
- 4.8.1.7. Be network Capable (WiFi, BlueTooth, Data, USB)
- 4.8.1.8. Screws and Nuts
- 4.8.1.9. Programmable Motors
- 4.8.1.10. LED Module
- 4.8.1.11. Remote Controller
- 4.8.1.12. Battery and power operated
- 4.8.1.13. Set of appropriate extra batteries AA or AAA x 3 per kit
- 4.8.1.14. Be able to capture and output sound
- 4.8.1.15. Ability to be configured for environmental conditions (temperature, weather, light, color)



- 4.8.1.16. Accompanying APPs for offline support & configurations
- 4.8.1.17. Use programming multiple programming languages (open sources, C and its variants)
- 4.8.1.18. Allow for extension, addition, creativity & innovation
- 4.8.1.19. Durable Container for all the contents of the kit

4.8.2. KIT 2 (FOCUS ON STRUCTURES, MOTION, CODING & COLLABORATION- Laptops, Cell-phones and Tablets)

- 4.8.2.1. Plates and blocks
- 4.8.2.2. Motorized Controller
- 4.8.2.3. Ability to be configured in at least 120 different robots
- 4.8.2.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.2.5. Programmable Controller
- 4.8.2.6. Ability to be configured using different Sensors
- 4.8.2.7. Be network Capable (WiFi, BlueTooth, Data, USB)
- 4.8.2.8. Screws and Nuts
- 4.8.2.9. Programmable Motors
- 4.8.2.10. LED Module
- 4.8.2.11. Infrared Module
- 4.8.2.12. Gyroscope module (angles, acceleration, vibration, rotation)
- 4.8.2.13. Remote Controller
- 4.8.2.14. Battery and power operated
- 4.8.2.15. 3 Sets of appropriate AA or AAA batteries per kit
- 4.8.2.16. 1 set of rechargeable batteries per kit
- 4.8.2.17. Be able to capture and output sound
- 4.8.2.18. Ability to be configured for environmental conditions (temperature, weather, light, color)
- 4.8.2.19. Accompanying APPs for offline support & configurations
- 4.8.2.20. Use programming multiple programming languages (open sources, C and its variants)
- 4.8.2.21. Allow for extension, addition, creativity & innovation
- 4.8.2.22. Ability to be CODE using scratch, and advance programming languages like C, C++,
- 4.8.2.23. Durable Container for all the contents of the kit

4.8.3. KIT 3 (FOCUS ON CLASS ACTIVITY IN THAT, ASSEMBLY IS IN SECONDS- INTEGRATION WITH 4TH INDUSTRIAL REVOLUTION ELEMENTS (3D PRINTING & IoT)

- 4.8.3.1. Modular (each item can work independently of each other)
- 4.8.3.2. Ability to be configured in at least 200 different robots when incorporating 3D & IoT
- 4.8.3.3. No screws and nuts (uses magnet for configuration)
- 4.8.3.4. Batteries using USB ports for data



- 4.8.3.5. Independent network module (Wi-Fi, BlueTooth, Data)
- 4.8.3.6. Infrared module for proximity
- 4.8.3.7. Mic module for audio input
- 4.8.3.8. Environmental module (temperature, humidity, illuminance, colors)
- 4.8.3.9. Speed measurement module (velocity & rotational angle measurement)
- 4.8.3.10. Status change detection Module
- 4.8.3.11. Gyroscope module (angles, acceleration, vibration, rotation)
- 4.8.3.12. Ultrasonic module
- 4.8.3.13. LED module
- 4.8.3.14. Speaker module
- 4.8.3.15. Programmable motor controller module
- 4.8.3.16. Display module
- 4.8.3.17. Learn how to CODE using scratch, and advance programming languages like C, C++, etc.
- 4.8.3.18. Innovation is limitless on integration with 3D and IoT

CODING AND ROBOTICS KITS FOR HIGH SC SCHOOLS (GRADE 8-9)

4.8.4. KIT 3 (FOCUS ON CLASS ACTIVITY IN THAT, ASSEMBLY IS IN SECONDS-INTEGRATION WITH 4TH INDUSTRIAL REVOLUTION ELEMENTS (3D PRINTING & IoT)

- 4.8.4.1. Modular (each item can work independently of each other)
- 4.8.4.2. Ability to be configured in at least 200 different robots when incorporating 3D & IoT
- 4.8.4.3. No screws and nuts (uses magnet for configuration)
- 4.8.4.4. Batteries using USB ports for data
- 4.8.4.5. Independent network module (Wi-Fi, BlueTooth, Data)
- 4.8.4.6. Infrared module for proximity
- 4.8.4.7. Mic module for audio input
- 4.8.4.8. Environmental module (temperature, humidity, illuminance, colors)
- 4.8.4.9. Speed measurement module (velocity & rotational angle measurement)
- 4.8.4.10. Status change detection Module
- 4.8.4.11. Gyroscope module (angles, acceleration, vibration, rotation)
- 4.8.4.12. Ultrasonic module
- 4.8.4.13. LED module
- 4.8.4.14. Speaker module
- 4.8.4.15. Programmable motor controller module
- 4.8.4.16. Display module
- 4.8.4.17. Learn how to CODE using scratch, and advance programming languages like C, C++, etc.
- 4.8.4.18. Innovation is limitless on integration with 3D and IoT



4.8.5. KIT 4 - Focus on structures, motion, coding and collaboration (laptops, cellphones and tablets) FOCUS ON STRUCTURES, MOTION, CODING AND COLLABORATION (LAPTOPS, CELLPHONES AND TABLETS)

- 4.8.5.1. Plates and blocks
- 4.8.5.2. Motorized Controller
- 4.8.5.3. Ability to be configured in at least 100 different robots
- 4.8.5.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.5.5. Programmable controllers
- 4.8.5.6. Ability to be configured using different sensors
- 4.8.5.7. Be network capable (Wi-Fi, Bluetooth, GSM, USB)
- 4.8.5.8. Screws and Nuts
- 4.8.5.9. Programmable Motors
- 4.8.5.10. LED modules
- 4.8.5.11. Infrared Module
- 4.8.5.12. Gyroscope module
- 4.8.5.13. Remote controller
- 4.8.5.14. Battery and power operated
- 4.8.5.15. Be able to capture and output sound
- 4.8.5.16. Accompanying APPs for offline support & configurations
- 4.8.5.17. Programmable across multiple languages (open source, C and its variants)
- 4.8.5.18. Allow for extension, addition, creativity & innovation

4.8.6. KIT 5 - Focus on structures, motion, coding and collaboration (laptops, cellphones and tablets) FOCUS ON STRUCTURES, MOTION, CODING AND COLLABORATION (LAPTOPS, CELLPHONES AND TABLETS)

- 4.8.6.1. Plates and blocks
- 4.8.6.2. Motorized Controller
- 4.8.6.3. Ability to be configured in at least 100 different robots
- 4.8.6.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.6.5. Programmable controllers
- 4.8.6.6. Ability to be configured using different sensors
- 4.8.6.7. Be network capable (Wi-Fi, Bluetooth, GSM, USB)
- 4.8.6.8. Screws and Nuts
- 4.8.6.9. Programmable Motors
- 4.8.6.10. LED modules
- 4.8.6.11. Gyroscope module
- 4.8.6.12. Remote controller
- 4.8.6.13. Battery and power operated
- 4.8.6.14. Be able to capture and output sound
- 4.8.6.15. Accompanying APPs for offline support & configurations
- 4.8.6.16. Programmable across multiple languages (open source, C and its variants)



4.8.6.17. Allow for extension, addition, creativity & innovation

4.8.7. KIT 6 - Very advanced robot systems for humanoid systems

- 4.8.7.1. Capable of building a humanoid (self-adjusting posture while walking)
- 4.8.7.2. Various sensors including Gyroscope, Distance Measurement Sensor, and Infrared
- 4.8.7.3. Remote Controller for Infrared and Bluetooth
- 4.8.7.4. C-style programming & motion teaching
- 4.8.7.5. USB interface
- 4.8.7.6. Programmable Controller
- 4.8.7.7. AC and DC support
- 4.8.7.8. Servo motors
- 4.8.7.9. Expandable to unlimited configurations
- 4.8.7.10. Apps for IOS, Android and Windows
- 4.8.7.11. Engineering focus and Python

CODING AND ROBOTICS KITS FOR HIGH SC SCHOOLS (GRADE 9-11)

4.8.8. KIT 3 (FOCUS ON CLASS ACTIVITY IN THAT, ASSEMBLY IS IN SECONDS- INTEGRATION WITH 4TH INDUSTRIAL REVOLUTION ELEMENTS (3D PRINTING & IoT)

- 4.8.8.1. Modular (each item can work independently of each other)
- 4.8.8.2. Ability to be configured in at least 200 different robots when incorporating 3D & IoT
- 4.8.8.3. No screws and nuts (uses magnet for configuration)
- 4.8.8.4. Batteries using USB ports for data
- 4.8.8.5. Independent network module (Wi-Fi, BlueTooth, Data)
- 4.8.8.6. Infrared module for proximity
- 4.8.8.7. Mic module for audio input
- 4.8.8.8. Environmental module (temperature, humidity, illuminance, colors)
- 4.8.8.9. Speed measurement module (velocity & rotational angle measurement)
- 4.8.8.10. Status change detection Module
- 4.8.8.11. Gyroscope module (angles, acceleration, vibration, rotation)
- 4.8.8.12. Ultrasonic module
- 4.8.8.13. LED module
- 4.8.8.14. Speaker module
- 4.8.8.15. Programmable motor controller module
- 4.8.8.16. Display module
- 4.8.8.17. Learn how to CODE using scratch, and advance programming languages like C, C++, etc.
- 4.8.8.18. Innovation is limitless on integration with 3D and IoT



4.8.9. KIT 4 - Focus on structures, motion, coding and collaboration (laptops, cellphones and tablets) FOCUS ON STRUCTURES, MOTION, CODING AND COLLABORATION (LAPTOPS, CELLPHONES AND TABLETS)

- 4.8.9.1. Plates and blocks
- 4.8.9.2. Motorized Controller
- 4.8.9.3. Ability to be configured in at least 100 different robots
- 4.8.9.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.9.5. Programmable controllers
- 4.8.9.6. Ability to be configured using different sensors
- 4.8.9.7. Be network capable (Wi-Fi, Bluetooth, GSM, USB)
- 4.8.9.8. Screws and Nuts
- 4.8.9.9. Programmable Motors
- 4.8.9.10. LED modules
- 4.8.9.11. Infrared Module
- 4.8.9.12. Gyroscope module
- 4.8.9.13. Remote controller
- 4.8.9.14. Battery and power operated
- 4.8.9.15. Be able to capture and output sound
- 4.8.9.16. Accompanying APPs for offline support & configurations
- 4.8.9.17. Programmable across multiple languages (open source, C and its variants)
- 4.8.9.18. Allow for extension, addition, creativity & innovation

4.8.10. KIT 6 - Very advanced robot systems for humanoid systems

- 4.8.10.1. Capable of building a humanoid (self-adjusting posture while walking)
- 4.8.10.2. Various sensors including Gyroscope, Distance Measurement Sensor, and Infrared
- 4.8.10.3. Remote Controller for Infrared and Bluetooth
- 4.8.10.4. C-style programming & motion teaching
- 4.8.10.5. USB interface
- 4.8.10.6. Programmable Controller
- 4.8.10.7. AC and DC support
- 4.8.10.8. Servo motors
- 4.8.10.9. Gyroscope module
- 4.8.10.10. Expandable to unlimited configurations
- 4.8.10.11. Apps for IOS, Android and Windows
- 4.8.10.12. Engineering focus and Python



4.8.6.17. Allow for extension, addition, creativity & innovation

4.8.7. KIT 6 - Very advanced robot systems for humanoid systems

- 4.8.7.1. Capable of building a humanoid (self-adjusting posture while walking)
- 4.8.7.2. Various sensors including Gyroscope, Distance Measurement Sensor, and Infrared
- 4.8.7.3. Remote Controller for Infrared and Bluetooth
- 4.8.7.4. C-style programming & motion teaching
- 4.8.7.5. USB interface
- 4.8.7.6. Programmable Controller
- 4.8.7.7. AC and DC support
- 4.8.7.8. Servo motors
- 4.8.7.9. Expandable to unlimited configurations
- 4.8.7.10. Apps for IOS, Android and Windows
- 4.8.7.11. Engineering focus and Python

CODING AND ROBOTICS KITS FOR HIGH SC SCHOOLS (GRADE 9-11)

4.8.8. KIT 3 (FOCUS ON CLASS ACTIVITY IN THAT, ASSEMBLY IS IN SECONDS-INTEGRATION WITH 4TH INDUSTRIAL REVOLUTION ELEMENTS (3D PRINTING & IoT)

- 4.8.8.1. Modular (each item can work independently of each other)
- 4.8.8.2. Ability to be configured in at least 200 different robots when incorporating 3D & IoT
- 4.8.8.3. No screws and nuts (uses magnet for configuration)
- 4.8.8.4. Batteries using USB ports for data
- 4.8.8.5. Independent network module (Wi-Fi, BlueTooth, Data)
- 4.8.8.6. Infrared module for proximity
- 4.8.8.7. Mic module for audio input
- 4.8.8.8. Environmental module (temperature, humidity, illuminance, colors)
- 4.8.8.9. Speed measurement module (velocity & rotational angle measurement)
- 4.8.8.10. Status change detection Module
- 4.8.8.11. Gyroscope module (angles, acceleration, vibration, rotation)
- 4.8.8.12. Ultrasonic module
- 4.8.8.13. LED module
- 4.8.8.14. Speaker module
- 4.8.8.15. Programmable motor controller module
- 4.8.8.16. Display module
- 4.8.8.17. Learn how to CODE using scratch, and advance programming languages like C, C++, etc.
- 4.8.8.18. Innovation is limitless on integration with 3D and IoT



4.8.9. KIT 4 - Focus on structures, motion, coding and collaboration (laptops, cellphones and tablets) FOCUS ON STRUCTURES, MOTION, CODING AND COLLABORATION (LAPTOPS, CELLPHONES AND TABLETS)

- 4.8.9.1. Plates and blocks
- 4.8.9.2. Motorized Controller
- 4.8.9.3. Ability to be configured in at least 100 different robots
- 4.8.9.4. Be usable across multiple platforms (Windows, IOS & Android devices)
- 4.8.9.5. Programmable controllers
- 4.8.9.6. Ability to be configured using different sensors
- 4.8.9.7. Be network capable (Wi-Fi, Bluetooth, GSM, USB)
- 4.8.9.8. Screws and Nuts
- 4.8.9.9. Programmable Motors
- 4.8.9.10. LED modules
- 4.8.9.11. Infrared Module
- 4.8.9.12. Gyroscope module
- 4.8.9.13. Remote controller
- 4.8.9.14. Battery and power operated
- 4.8.9.15. Be able to capture and output sound
- 4.8.9.16. Accompanying APPs for offline support & configurations
- 4.8.9.17. Programmable across multiple languages (open source, C and its variants)
- 4.8.9.18. Allow for extension, addition, creativity & innovation

4.8.10. KIT 6 - Very advanced robot systems for humanoid systems

- 4.8.10.1. Capable of building a humanoid (self-adjusting posture while walking)
- 4.8.10.2. Various sensors including Gyroscope, Distance Measurement Sensor, and Infrared
- 4.8.10.3. Remote Controller for Infrared and Bluetooth
- 4.8.10.4. C-style programming & motion teaching
- 4.8.10.5. USB interface
- 4.8.10.6. Programmable Controller
- 4.8.10.7. AC and DC support
- 4.8.10.8. Servo motors
- 4.8.10.9. Gyroscope module
- 4.8.10.10. Expandable to unlimited configurations
- 4.8.10.11. Apps for IOS, Android and Windows
- 4.8.10.12. Engineering focus and Python



4.8.11. KIT 7 – integration of AI adoption

- 4.8.11.1. Diverse motions for versatility
- 4.8.11.2. Support 3D part designing and printing
- 4.8.11.3. Upgrade to Raspberry Pi and Camera
- 4.8.11.4. Programmable Controller
- 4.8.11.5. AC and DC support
- 4.8.11.6. Servo motors
- 4.8.11.7. Gyroscope module
- 4.8.11.8. Expandable to unlimited configurations
- 4.8.11.9. Apps for IOS, Android and Windows
- 4.8.11.10. Engineering focus and Python

5 TECHNICAL SPECIFICATION GRADE 4-7

ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
Programmable DIY ultrasonic obstacle dodging and Automatic Line Tracking Robot consisting of: • With Block Based programming which can be operated with a digital device • Robot can be used indoors and outdoors • Has abundant light effects • Remote controlled using an App on a digital device			
STEM Educational block/card based Programming and Interactive Robot Set consisting of: • Robot (can sing, dance and glow in different light colours) • Map • 30 Programming Movement Blocks (including light, sound, dancing cards) • USB Charging Cable			



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ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
- Activity Manual - Sequencing Movement for the Robot is 12.5cm			
Cretile Sensors set: 9V battery x 1 - Cretile battery supply x 1 - Cretile buzzer x 1 - Cretile high speed motor x 1 - Cretile light x 1 - Cretile temperature and humidity Sensor x 1 - Cretile light sensor x 1 - Cretile motion sensor x 1 - Cretile obstacle sensor x 1 - Prologic Programmable Block x 1 - USB Cable x1 Projects will be demonstrated using each sensor, total demonstration of 5 projects.	SET		
Robotics activity floor maps (for mathematics, natural science, technology, and life skills) - Made of Rexene/vinyl material, - Maps are packed in a round cardboard tube of 85cm x 8cm which can be opened and closed both sides with each learning area clearly labelled on each tube.			
Basic Electrical components - Buzzer - Light Bulb - Bulb Holder - Batteries - Wires bared end 15cm (Pack consisting of black x 15 wires, red x 15 wires) - DC Motor - Switch - LED - Resistors - Breadboard 408 connections			



ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
Basic Mechanical Components consisting of: • Chassis – made of rigid plastic (5 per pack) • Axles – (15 per pack) • Wheels – made of plastic (53mm) (15 per pack) • Fasteners – (Box of 100) • Pulleys – different sizes (15 per pack) (3 different sizes) • Gears – 15 per pack (3 different sizes)			
Basic Tools: • Long Nose Pliers • String, Roll • Glue 500ml • Scissors • Project Knife • Ruler –Steel • Insulation Tape • Screw Drivers • Hand Figure Saw • Soldering Iron • Soldering Mat • Soldering Wire, roll			
Activity Sheets			



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6 PRICING FOR GRADE 4-7

ITEM SPECIFICATION	QTY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Programmable DIY ultrasonic obstacle dodging and Automatic Line Tracking Robot consisting of: • With Block Based programming which can be operated with a digital device • Robot can be used indoors and outdoors • Has abundant light effects • Remote controlled using an App on a digital device	3	R	R
STEM Educational block/card based Programming and Interactive Robot Set consisting of: • Robot (can sing, dance and glow in different light colours) • Map • 30 Programming Movement Blocks (including light, sound, dancing cards) • USB Charging Cable • Activity Manual • Sequencing Movement for the Robot is 12.5cm	3	R	R
Cretile Sensors set: • 9V battery x 1 • Cretile battery supply x 1 • Cretile buzzer x 1 • Cretile high speed motor x 1 • Cretile light x 1 • Cretile temperature and humidity Sensor x 1 • Cretile light sensor x 1 • Cretile motion sensor x 1 • Cretile obstacle sensor x 1 • Prologic Programmable Block x 1 • USB Cable x1 Projects will be demonstrated using each sensor, total demonstration of 5 projects	1 set	R	R
Robotics activity floor maps (for mathematics, natural science, technology, and life skills) • Made of Rexene/vinyl material, • Maps are packed in a round cardboard tube of 85cm x 8cm which can be opened and closed			



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ITEM SPECIFICATION	QTY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
both sides with each learning area clearly labelled on each tube.			
Basic Electrical components			
• Light Bulb	3	R	R
• Bulb Holder	3		
• Batteries	3		
• Wires bared end 15cm (Pack consisting of black x 15 wires, red x 15 wires)	3		
	1		
• DC Motor	3		
• Switch	3		
• LED	3		
• Resistors	6		
• Breadboard 408 connections	3		
Basic Mechanical Components consisting of:		R	R
• Chassis – made of rigid plastic (5 per pack)	1		
• Axles – (15 per pack)			
• Wheels – made of plastic (53mm) (15 per pack)	1		
• Fasteners – (Box of 100)	1		
• Pulleys – different sizes (15 per pack) (3 different sizes)	1		
• Gears – 15 per pack (3 different sizes)	1		
	1		
Basic Tools:		R	R
• Long Nose Pliers	1		
• String, Roll	1		
• Glue 500ml	1		
• Scissors • Project Knife	1		
• Ruler –Steel	1		
• Insulation Tape	1		
• Screw Drivers	1		
• Hand Figure Saw	1		
• Soldering Iron	1		
• Soldering Mat	1		
• Soldering Wire, roll	1		
Activity Sheet	1	R	R
UNIT PRICE INCLUDING VAT		R	R
TOTAL PRICE INCLUDING VAT		R	R



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7 TECHNICAL SPECIFICATION GRADE 8-9

ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
10 headers row			
10k resistors			
20 Headers row			
220E resistors			
3D Printer Plastic Reel (BLUE) – 1kg			
3D Printer Plastic Reel (RED) – 1kg			
8 segment LED			
9V battery connector			
Arduino Uno R3 OEM or Microbit or Raspberry Pi or Powerful microcontroller			
Axles			
Batteries (preferably rechargeable)			
Breadboard			
Buzzer			
Caster Wheel			
Diode Gears (Different			
Gears (in different sizes)			
Glue Gun with glue sticks			
Hand Figure Saw (Small)			
H-bridge			
Humidity sensor			



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ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
Insulation Tape			
IR receiver			
Joystick module			
Jumper cables			
Labelled plastic container all components to be neatly labelled accompanied by a small user with pictures explaining the name and function of each part			
LED screen			
LED's normal			
Light defuser acrylic box			
Light sensor (LDR)			
Motor Brackets			
Motor with Wheels			
NPN Transistor			
Project Knife			
Pulleys of different sizes – 30 Piece			
Push Buttons			
Relay - Schneider			
Remote controller			
RGB LED			
RGB Light box			
Robot chassis			
Rulers – 30cm			



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ITEM SPECIFICATION	QUANTITY	COMPLY/YES OR NO	SUBSTANTIATE RESPONSE COMPLETED BY BIDDER, CROSS REFERENCED TO SUBSTANTIATING EVIDENCE IN SECTION 5 OF BIDDER'S SUBMISSION.
Scissors			
Screw drivers (Small) Flat & Star			
Screw to fasten the motors and wheels			
Servo			
Shift register IC			
Soldering Iron + Soldering Wire & stand			
Soldering Mat			
Stepper motor with ULN2003 driver IC			
String (Cotton)			
Temperature sensor			
Ultrasonic sensor			
USB Cable			
Additional Items			
Additional Items			



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8 PRICING FOR GRADE 8-9

ITEM SPECIFICATION	QTY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
10 headers row		R	R
10k resistors		R	R
20 Headers row		R	R
220E resistors		R	R
3D Printer Plastic Reel (BLUE) – 1kg		R	R
3D Printer Plastic Reel (RED) – 1kg		R	R
8 segment LED		R	R
9V battery connector		R	R
Arduino Uno R3 OEM or Microbit or Raspberry Pi or Powerful microcontroller		R	R
Axles		R	R
Batteries (preferably rechargeable)		R	R
Breadboard		R	R
Buzzer		R	R
Caster Wheel		R	R
Diode Gears (Different		R	R
Gears (in different sizes)		R	R
Glue Gun with glue sticks		R	R
Hand Figure Saw (Small)		R	R
H-bridge		R	R



ITEM SPECIFICATION	QTY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Humidity sensor		R	R
Insulation Tape		R	R
IR receiver		R	R
Joystick module		R	R
Jumper cables		R	R
Labelled plastic container all components to be neatly labelled accompanied by a small user with pictures explaining the name and function of each part		R	R
LED screen		R	R
LED's normal		R	R
Light defuser acrylic box		R	R
Light sensor (LDR)		R	R
Motor Brackets		R	R
Motor with Wheels		R	R
NPN Transistor		R	R
Project Knife		R	R
Pulleys of different sizes – 30 Piece		R	R
Push Buttons		R	R
Relay - Schneider		R	R
Remote controller		R	R
RGB LED		R	R
RGB Light box		R	R



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ITEM SPECIFICATION	QTY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Robot chassis		R	R
Rulers – 30cm		R	R
Scissors		R	R
Screw drivers (Small) Flat & Star		R	R
Screw to fasten the motors and wheels		R	R
Servo		R	R
Shift register IC		R	R
Soldering Iron + Soldering Wire & stand		R	R
Soldering Mat		R	R
Stepper motor with ULN2003 driver IC		R	R
String (Cotton)		R	R
Temperature sensor		R	R
Ultrasonic sensor		R	R
USB Cable		R	R
Additional Items		R	R
Additional Items		R	R
UNIT PRICE INCLUDING VAT		R	R
TOTAL PRICE INCLUDING VAT		R	R



9 PACKAGING AND DELIVERY REQUIREMENTS

- 5.1. Suppliers must indicate guarantees and warranties on supplied items.
- 5.2. The C&R Education Programme offered must be packaged per phase in a secured container or box that enables verification of contents.
- 5.3. The secured container or box must contain a list of items delivered.
- 5.4. The secured container or box must indicate school name and EMIS number.
- 5.5. The boxed C&R Education Programme must be delivered to district offices.
- 5.6. The ECDoE will provide a list with departmental offices, the total number of boxes per school, name of schools and EMIS numbers.
- 5.7. All District offices must sign a delivery note when taking ownership of the equipment.
- 5.8. All signed delivery notes must be submitted before payment will be effected.
- 5.9. ECDoE will have (ten) 10 days in which they will be allowed to check if the contents are correct as prescribed and will be allowed to return the package to the Service Provider who must replace any faulty equipment within ten days.
- 5.10. The ECDoE must be able to have access to the Service Provider that must provide after sales support or purchasing of additional parts, as and when required.

10 BRIEFING SESSION

- 6.1. Only the shortlisted Bidders will be invited to a briefing session to showcase their C&R Education Programmes to the end user and the evaluation committee on a day and time specified by the ECDoE.
- 6.2. At the briefing session the ECDoE team will determine the appropriateness of each C&R Education Programme and determine whether:
 - 6.2.1. The Bidder/s meet the required specification mentioned above specifically (i.t.o. the 40-week Curriculum programme)
 - 6.2.2. The suitability of the equipment to use in the teaching of C&R and the training that will accompany the C&R Education programme selected by the ECDoE.



- 6.3. The Bidders shall bear all costs associated with the preparation and submission of their proposals, including traveling and costs related to provision of samples used to showcase the bidders programme and products, thus the ECDoE will not be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

11 CONTRACT DURATION AND TIMEFRAME

- 7.1. The ECDoE will enter in a contract with awarded service providers' for a period of three (3) years with an option to extended for a further period of no longer than 24 months at the discretion of the ECDoE subject to the performance of the Service Provider/s.
- 7.2. The terms and conditions of the extension shall be outlined in the Service Level Agreement (SLA) which will be a binding document between the appointed bidders and the ECDoE.
- 7.3. The commencement date of the contract will take place as soon as the Service Level Agreement (SLA) has been signed and a purchase order has been issued to the appointed Service Provider.
- 7.4. This is a non-committal contract as the value of the contract will be based on the needs and budget availability, therefore the ECDoE reserves a right to procure and make commitment to the appointed Bidders only if the need exist and there is budget available to fulfil the need.

12 COMMUNICATION WITH BIDDERS

- 8.1. During the evaluation periods of the bids, explanatory information shall be requested in writing from bidders.
- 8.2. Any questions which might arise from bidders during the bidding process before the closing date of the bid must be directed to the relevant officials indicated in this documents in seven (7) working days before the closing date of this bid.
- 8.3. Replies to such questions shall be submitted communicate to bidders, within three (three) working days upon receipt or as otherwise indicated.



13 PRICING STRUCTURE

Please adhere to requirements stated under the Heading

"Format for submission of proposals."

- 9.1. All request for proposals must include a comprehensive costing break down of all activities and equipment.
- 9.2. Prices quoted must be all inclusive (including VAT) per item whether the bidder is registered for VAT or not. Bidders must quote for all items required per category for all the categories or for the full list of items in selected categories.
- 9.3. All prices quoted should be in South African currency and must be valid for at least ninety days after the date of closure.
- 9.4. Prices will be firm for the first twelve months of the bid, after which proposed price escalations will be considered annually on application in writing by the bidder, and such price escalation shall be considered provided that the price escalation request is aligned with either Consumer Price Indices (CPI) or Producer Price Indices (PPI) and subject to availability of budget.
- 9.5. In instances where the ECDoE does not have adequate funding for such price escalation, the ECDoE reserves a right to negotiate with suppliers for a cost effective price that will be affordable to the ECDoE.

14 COMPETENCIES AND EXPERTISE REQUIRED

- 10.1. The personnel of the bidding service provider/s should be able to effectively communicate with the members of the ECDoE
- 10.2. The bidder/s should submit proof of location (place where bidder's offices/premises are located/situated)
- 10.3. During or after the evaluation process the ECDoE reserves the right to conduct an in-loco inspection to assess the capacity of the bidder/s including all machines and equipment.
- 10.4. A very close co-operation between the successful bidder and the ECDoE is important for the success of this project to ensure urgent intervention in addressing challenges confronting schools as and when necessary.



- 10.5. This will entail a close relationship not only with ECDoE Head office but affected schools and district offices throughout the Province.
- 10.6. When required the successful bidder/s will be required to assist the schools with training and orientation on the utilisation of their programmes to ensure optimal an effective utilisation.
- 10.7. The bidder must have technical competence in delivering Tools and Equipment under very tight deadlines and being able to procure and distribute within a short time span.
- 10.8. A Service Level Agreement (SLA) shall be signed between the ECDoE and the successful Bidders.
- 10.9. The successful bidders will report operationally, to the delegated official/s in the Curriculum Directorate and the reporting structure and arrangement shall be outlined in the Service Level Agreement.

15 CONDITIONS OF CONTRACT

- 11.1. The Bidder/s must be able to demonstrate a proven track record in the field as per the specification in order to qualify for this bid.
- 11.2. The ECDoE reserves the right to award the entire bid, or in part to one bidder or multiple bidders or not to award the bid.
- 11.3. During or after the evaluation process the ECDoE may conduct in-loco inspections, in order to ascertain or validate claims made the Bidder/s.
- 11.4. Together with the ECDoE shall establish a Project Steering Committee which will be constituted by the Bidder's representatives and ECDoE representatives as stated in the Service Level Agreement which will be entered into between the awarded Bidder/s and the ECDoE.
- 11.5. The Bidder/s will provide a report on the progress on deliverables against the detailed work plan as determined in the Service Level Agreement.
- 11.6. The Bidder/s shall inform the ECDoE in writing of any reason, which may prevent the timely submission of a progress report.



16 UNSATISFACTORY PERFORMANCE

- 12.1. The ECDoE reserves the right to terminate the contract with immediate effect, should a supplier / service provider perform unsatisfactorily and fails to remedy such poor or non-performance within 7 (seven) business days of receipt of a written request to do so.
- 12.2. This will inter alia include penalty clauses regarding the creation of a sustainable Forensic Investigative Function.
- 12.3. The penalty clauses are as follows:
- 12.3.1. If the Bidder/s fails to comply with its obligations in terms of and pursuant to the Service Level Agreement, and fails to remedy such breach within 7 (seven) business days after receipt of written notice from ECDoE calling on it to remedy such breach, the ECDoE, may suspend further payments to the Bidder/s for the specific deliverable under dispute and following further written notice of not less than 7 (seven) business days, terminate the Agreement.
- 12.3.2. Appoint any other person or persons to complete the execution of the services in which event the Bidder/s shall be liable for the reasonable cost associated with the delay and ECDoE reserves the right to claim damages if any, suffered as a result thereof.
- 12.3.3. If the ECDoE fails to comply with its obligations in terms of the agreement and fails to remedy such breach within 14 (Fourteen) business days after receipt of written notice from the service provider calling on it to remedy such breach, the service provider, may, in addition to any other legal remedies have to:
- 12.3.3.1. Compel the ECDoE to fulfil its obligations and abide by the terms and conditions of the Agreement through the legal process;
- 12.3.3.2. Suspend the provision of the services until such breach is rectified;
- 12.3.3.3. Following a further 7 (seven) business days calling on the ECDoE to remedy such breach, and the ECDoE failing to do so, terminate the agreement and demand payment in respect of outstanding fees for the provision of deliverables rendered or performed under or in terms of this



agreement. Please note that in cases where there is a contradiction between this Request for proposal and any of the standard bid documents received by prospective bidder/s, the terms and conditions contained in this Request for proposal shall prevail.

17 EVALUATION CRITERIA

13.1. In terms of Regulation 4 of the Preferential Procurement Policy Framework, (Act No 5 of 2000), responsive bidders will be adjudicated by the state on 90/10 preference point system in terms of which points are awarded to bids as follows:

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

13.2. Bidders must submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit, as applicable. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

13.3. Bidders are advised to register on the Centralised Electronic Suppliers database as service providers before tendering. The registration forms are obtainable from the Department of Provincial Planning and Treasury in Bhisho.



18 ELIMINATION CRITERIA (STAGE 1)

14.1. Bidders will be eliminated if they **do not** fulfill or fail to meet the following mandatory requirements:

- 14.1.1. Failure to submit the complete and fully signed Standard Bidding Documents (ECBD1, SBD4, SBD 6.1)
- 14.1.2. Failure to submit the National Treasury Central Database Report (CSD) that meet all compliance requirements at time of award.
- 14.1.3. Failure to submit certified copy of your company CK documents as issued by the Companies Intellectual Property Commission (CIPC).
- 14.1.4. Board Resolution with mandate to sign and submit bid documents.
- 14.1.5. Failure to submit certified copies of company directors.
- 14.1.6. Only bidder/s that has/have met these requirements will be deemed responsive thereto shall be considered for the evaluation processes.
- 14.1.7. Request for proposal that are incomplete and do not provide all the required documents will be eliminated.
- 14.1.8. A letter from a recognized financial institution evidencing financial capacity of the bidder. Please Note: such letters will be verified and validated with the financial institution and should it be found that there is an act of misrepresentation by the Bidder/s, the Bidder/s will be eliminated and a case of fraud shall be opened against the Bidder for misrepresentation or falsification.
- 14.1.9. Bidder/s who does/do not submit proof of financial sustainability in a form of from audited financial statements from an Accredited and Registered Auditing Firm or Accountant/s for a period of three years reflecting 2019/2020, 2021 and 2022.
- 14.1.10. Failure to submit a detailed Technical Proposal with a Project Management Plan illustrating project schedules in a form of a Gantt Chart.
- 14.1.11. Failure to submit a Risk Management Plan.
- 14.1.12. Failure to submit trade references demonstrating experience and Quality Assurance.
- 14.1.13. Failure to adhere to bid submission format as outlined in paragraph with heading - **Format and Submission of Proposals**.
- 14.1.14. In a case of a Joint Venture failure to submit a Joint Venture Agreement signed by both parties.
- 14.1.15. Failure to submit a Valid Certified B-BBEE Certificate and Consolidated B-BBEE Certificate for Joint Ventures.
- 14.1.16. All certified copies, the date of certification must not be older than three (3) months from the closing date of the bid.



- 14.1.17. Failure to submit a comprehensive and all-inclusive price schedule which must be in a sealed envelope labelled – ***Financial Proposal.***

ANY BIDDER THAT DOES NOT COMPLY WITH THE ABOVE CRITERIA WILL BE ELIMINATED AS THE REQUIREMENTS LISTED ABOVE ARE MANDATORY.

19 TAX REQUIREMENTS

15.1. The following non-eliminating documents needs to be submitted with the bid:

- 15.1.1. Submission of valid tax clearance certificate or SARS Pin.
15.1.2. Bidders who are not compliant at the time of award will be granted a reasonable period of seven working days (7) to resolve the tax matters and should a bidder/s fails to meet this time frame such a bidder will not be considered for award.

Please Note: Value Added Tax Registration:

It is mandatory for a business to register for VAT if the income earned in any consecutive 12 (twelve) month period exceeded or is likely to exceed R 1 000 000.00 (one million Rand) ("Threshold") in terms of section 23(1)(a) of the Value Added Tax Act, 89 of 1991. The business must complete a VAT 101 - Application for Registration form and submit it to the local SARS branch within 21 (twenty-one) days from date of exceeding the threshold.



20 FUNCTIONALITY EVALUATION (STAGE 2)

Bidders who score below the minimum of 70 percent (%) will not proceed to the next stage and will be disqualified.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A.	Experience and expertise in the field of coding, software design and programming. 1. Please provide a minimum of four (4) reputable, contactable reference where services as indicated above were delivered. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract.			
	Points will be allocated as follows:	Points		
	5 and above contactable references with 10 or more years of relevant experience.	30	0	A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.
	3 to 4 contactable references with 7 to 10 years of relevant experience	20		
	2 contactable references with 5 to 7 years of relevant experience	10		
	Less than 2 contactable references	0		



ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
B	Experience and qualifications of registered specialists relevant to coding and robotics, contracted to the bidder/s.			A comprehensive CV indicating qualifications, years of experience and professional registration. The following documents must be attached to the CV: • Certified copy of qualifications • Certified copy of current proof of registration
	3 or more Specialists	20		
	1 to 2 Specialists	10		
		0		
C.	Technical Proposal must address the following: 1. The system/s and processes used for sourcing the goods specified including tracking, delivery and training.	COMPLY	NOT COMPLY	



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ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	2. Levels of experience of staff members with specific attention to employees who will be offering training (technical support).			Provide proof Attach CVs
	Points will be allocated as follows:	Points		
	Technical proposal covering all elements outlined above with supporting evidence where required and must demonstrate adequate capacity to execute the project.	30	0	
	Technical proposal not covering all elements outlined above.	0		
D	Financial viability, proof of capital to undertake supply, delivery, maintenance and training. Points will be allocated as follows:			A letter from a recognized financial institution evidencing financial capacity of the bidder.
	2 million and above	20		
	Below 2 million	0		
TOTAL		100		



21 SAMPLES AND PRESENTATIONS (STAGE 3)

- 17.1. All Bidders achieving the minimum threshold during the Functional Evaluation process in stage two (2) shall be requested to supply the ECDoE with a complete sample of their kits.
- 17.2. These Bidders will be informed of the date for submission of the complete sample of the kits and programmes
- 17.3. All elements included in the Specification Requirements will be evaluated utilising the following scoring method:
 - 17.3.1. Fully Comply - 5 Points.
 - 17.3.2. Partially Comply - 3 Points.
 - 17.3.3. No Compliance - 0 Points
 - 17.3.4. The maximum score during the Sample Presentation phase will be 100 with a minimum threshold of 70 required for the bidder to proceed through to the final evaluation of the bid which is price or financial proposal.

22 BID CONDITIONS

- 18.1. Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 18.2. The ECDoE reserves the right to award the bid in whole or partially, the ECDoE reserves the right not to award the bid,
- 18.3. The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Committee / Panel,
- 18.4. Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their request for proposals,
- 18.5. Request for Proposals must be delivered by the stipulated time to the correct address and late proposals shall not be accepted for consideration,
- 18.6. All bid proposals must be submitted on the official forms provided not to be re-typed or online,
- 18.7. Service Providers must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration directorship / membership / identity numbers; tax compliance status; banking information for verification purposes), B-BBEE certificate or sworn affidavit for BBEE must be submitted with the bidding documents,



- 18.8. This proposal is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential procurement regulations, 2017, the General Conditions Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract,
- 18.9. Service Providers must ensure compliance with their tax obligations,
- 18.10. The service provider accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 18.11. All supporting documentation and manuals submitted with its bid will become ECDoe's property unless otherwise stated by the bidder/s at the time of submission.

19. FORMAT AND SUBMISSION OF PROPOSALS

- 19.1. This Request for Proposal (RFP) is a two envelope procurement method therefore Bidders are requested to submit their bids in the following manner:
 - 19.1.1. Functionality proposal should be submitted in a separate sealed envelope clearly marked "TECHNICAL PROPOSAL";
 - 19.1.2. The price proposal should be submitted in a separate and sealed envelope clearly marked "FINANCIAL PROPOSAL"
- 19.2. Failure to adhere this format as outlined above shall disqualify your bid.
- 19.3. The first envelope must clearly state TECHNICAL PROPOSAL, wherein the bidder should address all aspects of the required scope of services.
- 19.4. The **TECHNICAL PROPOSAL** must consist the following but not limited to:
 - 19.4.1. Standard Bidding Documents (SBD 4 and SBD 6.1)
 - 19.4.2. Valid Tax Clearance Certificate or SARS Pin
 - 19.4.3. Company Registration Documents and Owner Identity Documents
 - 19.4.4. Board Resolution with mandate to sign and submit bid documents
 - 19.4.5. Specification Requirements
 - 19.4.6. Certified B-BBEE Certificate or Affidavit
 - 19.4.7. National Treasury Central Database Registration (CSD) Report
 - 19.4.8. Signed (Both Parties) Joint Venture Agreement where applicable
 - 19.4.9. Project Management Plan
 - 19.4.10. Risk Management Plan
 - 19.4.11. Trade References



Please note that certification of documents submitted must not be older than 3 months.

19.5. In a case of a Joint Ventures All members of a Joint Venture should complete, sign, and submit the following documentation:

- 19.5.1. Standard Bidding Documents (SBD 4 and SBD 6.1)
- 19.5.2. Valid Tax Clearance Certificate or SARS Pin
- 19.5.3. Company Registration Documents and Owner Identity Documents
- 19.5.4. Board Resolution with mandate to sign and submit bid documents
- 19.5.5. National Treasury Central Database Report (CSD)
- 19.5.6. Valid Certified B-BBEE Certificate and Consolidated B-BBEE Certificate for Joint Ventures

19.6. Second Envelope:

- 19.6.1. The second envelope must clearly state **FINANCIAL PROPOSAL**, wherein the bidder should include the comprehensive pricing and Payment Schedule.

23 SUBMISSION OF PROPOSALS

10.1. All request for proposal should be posted or deposited in the TENDER BOX located in the main building as indicated below:

HAND DELIVERY ADDRESS

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAMS TOWN

POSTAL ADDRESS

Steve Vukile Tshwete Complex
Private Bag x 0032
BISHO
5605



24 ENQUIRIES AND CONTACT PERSONS

- 24.1. No telephonic or any other form of communication relating to this request for proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BIDDING PROCESS.

25 CONTACT PERSONS

All enquiries regarding the bid document and information may be directed to the following officials:

TECHNICAL ENQUIRIES:	BID ENQUIRIES:
Ms. L Gwele Tel: 084 497 9747 Email Address: Linda.gwele@ecdoe.gov.za	Mr. P Nxozana Tel 040 608 4524/79 693 6148 Fax: 040 608 4663 Email Address: pakamile.nxozana@ecdoe.gov.za

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESSOR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BID.

Note: Blacklisted companies appearing on the National Treasury Database and prohibited from conducting business with public entities, will be disqualified.

COMPILER:

L GWELE
DIRECTOR

APPROVED/NOT APPROVED (AT END-USER LEVEL)

MR M TYWAKADI
DDG – EXAMS AND CURRICULUM



Province of the
EASTERN CAPE
EDUCATION

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RECOMMENDED/NOT RECOMMENDED : CODING AND ROBOTICS

Recommended as per deliberations of
BCC.

**CHAIRPERSON:
BID SPEC COMMITTEE**

DATE

**MEMBER
BID SPEC COMMITTEE**

DATE

**MEMBER
BID SPEC COMMITTEE**

DATE

**MEMBER
BID SPEC COMMITTEE**

DATE

**MEMBER
BID SPEC COMMITTEE**

DATE

APPROVED/NOT APPROVED

HEAD OF DEPARTMENT - ECDOE

12 OCTOBER 2022
DATE



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RECOMMENDED/NOT RECOMMENDED

This project is in the province plan for the 2022/23 FY.

[Signature]

CHIEF DIRECTOR: SCM
MR M. HARMSE

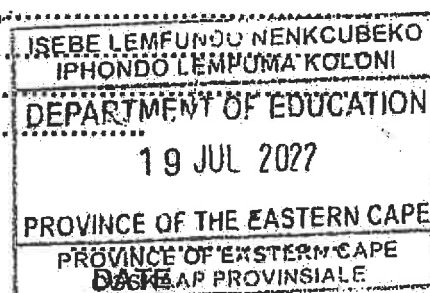
19/07/2022

DATE

RECOMMENDED/NOT RECOMMENDED

[Signature] funds to be provided for MS T grant -

CHIEF FINANCIAL OFFICER
MS N NCINGGWANA



APPROVED/NOT APPROVED

[Signature]
HEAD OF DEPARTMENT
MR M. QWASE

22 JULY 2022

DATE

APPROVAL TO ADVERTISE A BID FOR THE SUPPLY, PACKAGING AND DELIVERY OF 1500 CODING AND ROBOTIC KITS FOR FOUNDATION, INTERMEDIATE AND SENIOR PHASE PILOTING SCHOOLS OVER A YEAR PERIOD FROM