

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBE213	CLOSING DATE:	01 June 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE TO PRINT, PACK, DISTRIBUTE, AND COLLECT THE 2026 SYSTEMIC EVALUATION MATERIAL IN NINE PROVINCES AND STORE AT A CENTRAL FACILITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN ENTRANCE / RECEPTION, SOL PLAAJIE HOUSE					
DEPARTMENT OF BASIC EDUCATION					
222 STRUBEN STREET					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Metula		CONTACT PERSON	Mr D Moukangwe	
TELEPHONE NUMBER	012 357 3134		TELEPHONE NUMBER	012 357 3133	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dbe.gov.za		E-MAIL ADDRESS	tenders@dbe.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE213
CLOSING DATE : 03 August 2026
TIME : 11:00

Non-compulsory briefing session will be held as follows

DATE : 16 July 2026
VENUE : Microsoft Teams
TIME : 10:00 until 11:00
CONTACT PERSON : Ms Nthabiseng Metula
TEL : (012) 357 3134

The Department of Basic Education (DBE) will hold a non-compulsory virtual briefing session on the date and time as published. Bidders who wish to attend are advised to join the session using the link provided. Microsoft Teams meeting Join:

<https://teams.microsoft.com/meet/395698068300666?p=cDKYqhWt2Yz5sOyqgP>

Meeting ID: 395 698 068 300 666
Passcode: 5zh6Zf6J

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: DBE213
Closing Time: 11:00	Closing date: 03 August 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
		Appointment of a service provider or a consortium of service providers with professional and technical expertise to print, pack, distribute, and collect the 2026 Systemic Evaluation material in nine provinces and store at a central facility. Refer to paragraph 7.1.1. of the Terms of Reference.	R.....

- 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.**



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE TO PRINT, PACK, DISTRIBUTE, AND COLLECT THE 2026 SYSTEMIC EVALUATION MATERIAL IN NINE PROVINCES AND STORE AT A CENTRAL FACILITY

1. AIM

To appoint a suitable service provider or Consortium of Service Providers who will be responsible to print, pack, distribute, collect and store the Department of Basic Education's material for Grades 3, 6 and 9 for the subjects Language and Mathematics as well as other material, specified in Tables 3 and 4. Distribution and collection are at various nodal points in each province, while storage after collection is at a single central venue. The printing will include materials for both mainstream and special schools.

2. BACKGROUND

The Systemic Evaluation is a triennial study that will be conducted on a sample of Grade 3, 6 and 9 learners in a nationally representative sample of mainstream and special schools and classes. The material printed by the service provider will be used to administer the Systemic Evaluation study in 2026. The broad purpose of the study is to:

- (a) monitor system-level performance trends in local and national contexts;
- (b) evaluate the implementation and impact of policies and programmes;
- (c) inform educational policies and programmes;
- (d) identify any areas and factors that enable or constrain learner performance; and
- (e) obtain information about the education system and school contexts.

3. SCOPE OF WORK

The DBE requires the services of a competent service provider to print, pack, distribute, collect and store the Systemic Evaluation study material of a selected sample of learners and schools across the nine provinces. The study will be administered during the month of October 2026.

The service provider/s must be reputable with extensive knowledge and experience in the printing of large volumes of highly confidential material and to undertake the different printing, packing, distribution, collection and storage of the different material of the study.

3.1 Material to be printed

It must be noted that all the materials that must be printed must include a 5% top up. The 5% must be calculated from the total number of booklets per grade per subject per test language per province to accommodate emergency packs that may be needed due to possible changes in schools' statistics.

- (a) Grade 3, 6 and 9 Language and Mathematics tests available in various languages and forms;
- (b) A set of contextual questionnaires for each of Grades 3, 6 and 9;
- (c) Manuals; and
- (d) Other forms

3.1.1 Test forms

The Grade 3 Language and Mathematics tests have been developed in all eleven (11) official languages while Grade 6 and 9 Language and Mathematics tests are set in English and Afrikaans. The Language tests are presented in five (5) forms (booklets) and Mathematics tests are in seven (7) forms (booklets) per grade per subject and language.

An in-test field trial will be conducted in Grade 6 in one subject i.e. Mathematics. There are (10) forms that have 10 sets of language variations. Each test will have English with one of the African languages or Afrikaans items. These tests take the form of Mother Tongue-based Bilingual Education (MTbBE) translanguaging principles.

3.1.2 Questionnaires and other material

The following contextual questionnaires must be printed:

- (e) Learner questionnaire;
- (f) Parent/Guardian questionnaire

3.1.3 Other types of materials to be printed include

- i) Manuals (to guide/for use by Test Administrator and School Coordinator);
- ii) Observation forms;
- iii) Tracking forms (for Learner, Teacher, School and District).

(a) Learner and school participation

It is envisaged that approximately 200 000 learners will participate in the study across Grades 3, 6 and 9. The DBE has collated printing statistics for each school. An intact class of a maximum of 80 learners will be selected for each of the grades selected for that school. However, in the in-test field trial 200 learners per language variation will participate. The number of schools is indicated in Table 1A and 1B.

Table 1A: Number of schools

Main Study	Number of schools
Primary schools (Grade 3 and 6)	1 572
Secondary schools (Grade 9)	1 597
Less schools that overlap (or combined schools)	137
Total	3 032

Overlapping schools are those that have more than one grade sampled e.g. a school that has Grade 3 and 6 and both grades were sampled or a school that has Grade 6 and 9 and both grades were sampled.

Table 1B: Number of schools

In-test Field Trial	Number of schools
Grade 6 primary schools	480

To manage the printing, the service provider is expected to undertake the following processes, which are referred to as phases in this bid document:

- (1) Phase 1: preparations for printing.
- (2) Phase 2: printing;
- (3) Phase 3: packaging and labelling; and
- (4) Phase 4: distribution, collection and storage of material

The printing, packing and distribution of materials must be completed by **30 September 2026**. The collection of materials from schools must be completed by 30 November 2026. The period may exclude public holidays, if any. A comprehensive business process (describing the methodology), workplan, and the appropriate resources (human and physical) to be utilised must be presented in the bid document. The workplan must cover all phases and clearly outline the sequence of activities, deliverables, timing, budget, and risks and mitigation. The DBE requires evidence of a proven track record to be supplied in the bid document.

Details for each phase and the responsibilities of the DBE and service provider are explained in the sections that follow.

3.2 Phase 1: Preparations for printing

The DBE will orientate the core team of the service provider to ensure that documents received are clearly understood. The DBE shall utilise the following documents/material:

- (a) A list (in Excel) per province that includes statistics per school per grade per language that must be used for printing, packaging and labelling for each of the sampled schools;
- (b) A list of all sampled schools per district and province which has replacement schools. This will be availed by the DBE should the need arise to replace a sampled school;
- (c) A set of the Language and Mathematics tests for mainstream schools in all eleven (11) official languages applicable for a grade;
- (d) A set of the Language and Mathematics tests adapted for the Blind and partially sighted learners in all official languages. These learners may be in special or mainstream schools. Note that these tests will require to be translated into Braille format by the service provider before they are printed;

- (e) A set of Grade 6 Mathematics tests for the in-test trial in ten languages.
- (f) A set of manuals for the study;
- (g) A set of contextual questionnaires in the applicable official languages (see DBE list in excel); and
- (h) A set of observation forms.

The service provider must provide detailed business processes for this phase on the following but not limited to the:

- i. creation of a database of sampled schools for printing, packaging and labelling, storage, transportation purposes;
- ii. recruitment (at own cost if need be), appointment and training of packers and security personnel; and monitoring to ensure that they are suitably qualified and experienced;
- iii. safe-keeping, confidentiality and security of all project material for the duration of the contract. This includes the confidentiality of the particulars of the schools in the sample, the test instruments and all questionnaires.

3.3 Phase 2: Printing

The tests, questionnaires and all other material to be printed will be shared through a digital platform for the service provider.

The service provider is expected to:

- i. access and download material from the shared digital platform;
- ii. transform the adapted Word format of the tests into Braille;
- iii. enlarge the Word format of tests into the required font sizes;
- iv. prepare the artwork before printing commences, which must be signed off by the DBE;
- v. verify the print-pack information per school before printing commences; and
- vi. print all documents.

The service provider must provide detailed business processes for this phase on the following but not limited to the:

- (a) printing of Grades 3, 6 and 9 Language and Mathematics test forms;

- (b) printing of contextual questionnaires per grade, stickers, manuals and forms;
- (c) monitoring and quality assurance.

3.3.3 Printing of test forms

Note that the quantities provided in Table 3 are inclusive of the various test forms for the grade, language and subject. The matrix of forms per subject per grade per language will be provided to the successful bidder. Printing of test forms and other material in Table 4 must be done:

- on 80 gsm paper including cover pages;
- in black and white;
- with saddle stitched A4 booklets;
- back to back; and
- have colour coded spines per subject per form (according to requirements listed in **Table 2**).

Table 2: Colour code specification per subject per form

Subject	Colour	Form	Colour
Language	Green (grass)	1	Orange
Mathematics	Red (blood)	2	Purple
		3	Yellow
		4	Brown
		5	Pink (flamingo)
		6	Grey
		7	Navy Blue

Please note!

- The colour indicating the subject must run along the spine and must be 1 cm thick on both the back and front of the cover page.
- The colour code for the test forms must be on the text box indicating the *form number* on the cover page. All test forms with the same form number e.g. Form 1 of both Language and Mathematics must have the same colour code. This means Forms 1 – 5 of Mathematics and Language will have the same colour code on the text box indicating the *form number*. Note that Forms 6 and 7 only apply to Mathematics.

The estimated number of copies and number of pages per subject per grade is summarised in Table 3A and 3B.

Table 3A: Number of pages and copies per test booklet per grade (mainstream)

LANGUAGE (set of 5)			MATHEMATICS (set of 7)		
Grade 3	No. of pages	No. of test booklets	Grade 3	No. of pages	No. of test booklets
Form 1-5	14 each	117 760	Form 1-7	23 each	117 761
Grade 6			Grade 6		
Form 1-5	15 each	156 720	Form 1-7	20 each	156 723
Grade 9			Grade 9		
Form 1-5	16 each	10 120	Form 1-7	22 each	10 122
Total		284 600			284 606

In-Test Field Trial

Table 3B: Number of pages and copies per test booklet

MATHEMATICS		
Grade 6	No. of pages	No. of test booklets
Form 1-10	20 each	48 000

The in-test field trial booklets will be in Grade 6 and for Mathematics only. The quantities are in addition to those in Table 3A. Each set of a language variation will have 1 500 copies. There are 10 language sets of language variation in total. English is the common language in all sets. This means that one test will have two languages i.e. English and one of the African languages including Afrikaans.

There are no adapted versions for these tests.

3.3.2 Other Material

These materials are used by fieldworkers, learners, principals, teachers, parents/guardians and district officials. The summary of the material is listed in Table 4A.

Table 4A: Other Systemic Evaluation material

Number of pages and copies per item						
Item	Pages	Full colour	Gloss cover	Stich	Back 2 back	Quantity
1. Test Administration Manual	36	Yes	Yes	Saddle	Yes	3 180
2. School Coordinators Manual	27	No	Yes	Saddle	Yes	3 180
3. Observation Forms	3	No	No	Saddle	Yes	3 180
4. Tracking Forms	2	No	No	stapled	Yes	3 180
5. Learner Questionnaire	17	No	No	Saddle	Yes	284 600
6. Parent Questionnaire	15	No	No	Saddle	Yes	284 600
7. Self-adhesive stickers for booklets (test forms and questionnaires)	tower or roll	No	No	No	No	1 200 400 (single stickers)

Note!

Specification for stickers

- Size 37 mm x 101 mm per sticker
- The peelable precut sticker may be in a roll or tower
- Each subject, per school must have its own stickers
- Each questionnaire per school and district must have its own stickers
- ALL stickers are personalised (with a special learner/teacher ID and school/district ID numbers) per individual that has been sampled. For learners, each must have a sticker for Mathematics, MTbBE Mathematics (Grade 6 only), Language, learner questionnaire and parent/guardian questionnaire totaling 5.

3.3.3 Braille

The successful service provider will electronically receive the material to be Brailled and for large prints. These are the same tests in Table 3 but presented in a different format. Average page numbers per test for the adapted version on Word is 20.

The material is already adapted and needs to be translated into Braille using the latest version of Duxbury software. The master copies must first be approved by the DBE before printing starts.

During the Braille translation the service provider must not amend the version of the test forms provided by the DBE. Should there be circumstances that may warrant an amendment during the translation, the service provider must inform the DBE for approval.

Braille specifications

All Braille translations must comply with the latest rules as in “The Rules of Unified English Braille” published by the International Council on English Braille.

The following Braille translation requirements must be adhered to:

- a. Uncontracted Unified Braille Code (UBC) and contracted UBC will be required;
- b. Single sided and 14 to 25-line printing per page;
- c. Tables must be included and printed on the pages;
- d. The graphics must be made available on a separate diagram sheet/book;
- e. Captions, texts and questions must be retained on the Braille copy;
- f. The recommended paper must be no less than 146 gsm (grams per square metre);
- g. The dimensions of the paper are on average 280 mm width by 286 mm length.

The quantities for each of the uncontracted and contracted Braille per grade per subject is shown in Table 4B – 4D.

Table 4B: Quantities for Grade 3 Braille per Subject per Language and Province

Braille: Uncontracted

3	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total
	Language	Afrikaans	0	4	8	4	4	4	0	6	2	2
English		12	8	6	14	5	6	6	6	4	4	65
IsiNdebele		10	0	6	6	0	4	4	0	0	0	26
IsiZulu		12	0	6	14	0	6	6	0	0	0	38
IsiXhosa		10	0	6	6	0	4	4	0	0	0	26
Sepedi		0	0	4	0	5	0	0	0	0	0	9
Sesotho		0	6	2	0	0	0	0	0	0	0	8
Setswana		0	2	2	0	0	0	0	2	4	0	10
Siswati		0	0	0	0	0	0	6	0	0	0	6
Xitsonga		0	0	4	0	4	2	2	0	0	0	10
Tshivenṁa		0	0	6	0	14	0	0	0	0	0	20
Total		44	20	50	44	32	28	14	10	6	248	
Mathematics	Afrikaans	0	4	8	4	4	4	0	6	2	2	30
	English	12	8	6	14	5	6	6	6	4	4	65
	IsiNdebele	10	0	6	6	0	4	4	0	0	0	26
	IsiZulu	12	0	6	14	0	6	6	0	0	0	38
	IsiXhosa	10	0	6	6	0	4	4	0	0	0	26
	Sepedi	0	0	4	0	5	0	0	0	0	0	9
	Sesotho	0	6	2	0	0	0	0	0	0	0	8
	Setswana	0	2	2	0	0	0	0	2	4	0	10
	Siswati	0	0	0	0	0	0	6	0	0	0	6
	Xitsonga	0	0	4	0	4	2	2	0	0	0	10
	Tshivenṁa	0	0	6	0	14	0	0	0	0	0	20
	Total	44	20	50	44	32	28	14	10	6	248	

Table 4C: Quantities for Grade 6 Braille per Subject per Language and Province												
Braille: Uncontracted												
Grade	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total
6	Language	Afrikaans	3	9	10	6	6	4	8	2	6	54
		English	6	4	6	4	2	4	6	4	6	42
		Total	9	13	16	10	8	8	14	6	12	96
	Mathematics	Afrikaans	3	9	10	6	6	4	8	2	6	54
		English	6	4	6	4	2	4	6	4	6	42
		Total	9	13	16	10	8	8	14	6	12	96
Braille: Contracted												
6	Language	Afrikaans	4	6	9	6	5	2	2	6	13	53
		English	8	5	11	8	7	5	5	2	9	60
		Total	12	11	20	14	12	7	7	8	22	113
	Mathematics	Afrikaans	4	6	9	6	5	2	2	6	13	53
		English	8	5	11	8	7	5	5	2	9	60
		Total	12	11	20	14	12	7	7	8	22	113

Table 4D: Quantities for Grade 9 Braille per Subject per Language and Province												
Braille: Uncontracted												
Grade	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total
9	Language	Afrikaans	0	2	10	6	6	0	8	2	6	40
		English	6	4	6	4	2	4	6	4	6	42
		Total	6	6	16	10	8	4	14	6	12	82
	Mathematics	Afrikaans	0	2	10	6	6	0	8	2	6	40
		English	6	4	6	4	2	4	6	4	6	42
		Total	6	6	16	10	8	4	14	6	12	82
Braille: Contracted												
	Language	Afrikaans	4	5	9	3	8	2	1	2	6	40
		English	18	12	12	18	8	10	12	10	10	110
		Total	22	17	21	21	16	12	13	12	16	150
	Mathematics	Afrikaans	4	5	9	3	8	2	1	2	6	40
		English	18	12	12	18	8	10	12	10	10	110
		Total	22	17	21	21	16	12	13	12	16	150

3.3.4 Large print

Tests for large print are printed on standard paper as specified in 3.3.1.

Additional specifications for large print:

- (a) Enlarged font sizes must be on A4 booklet
- (b) The content on the page from the original source may be spread over few pages in the enlarged test
- (c) Paragraph and line referencing must be in line with the enlarged test
- (d) Visual and graphic material in the test must be equally enlarged to align with the required font size
- (e) The font size for each test must be indicated on the **cover page** just below the text corresponding to the “Duration”

The service provider must enlarge the tests as per the required font sizes. The quantities for each font size per subject per language is shown in Table 4E. Average page numbers per test is 30.

Table 4E: Quantities for Grade 3 per Subject per Language per Font Size and Province													
Grade	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total	
3 (Size 16)	Language	Afrikaans	0	4	12	0	0	2	5	3	6	32	
		English	0	0	1	3	5	5	3	3	3	23	
		IsiNdebele	0	0	2	0	0	2	0	0	0	4	
		IsiXhosa	3	0	1	0	0	0	0	0	0	1	5
		IsiZulu	0	0	14	8	0	0	0	0	0	0	22
		Sepedi	0	0	3	0	2	0	0	0	0	0	5
		Sesotho	0	0	12	8	0	0	0	0	0	0	20
		Setswana	0	0	0	0	0	0	0	3	0	0	3
		Siswati	0	0	0	0	0	0	0	0	0	0	0
		Xitsonga	0	0	0	0	0	3	8	0	0	0	11
		Tshivenᵿa	0	0	0	0	0	4	4	0	0	0	8
		Totals	3	4	45	19	14	21	11	6	10	133	
	Mathematics	Afrikaans	0	4	12	0	0	2	5	3	6	32	
		English	0	0	1	3	5	5	3	3	3	23	
		IsiNdebele	0	0	2	0	0	2	0	0	0	4	
		IsiXhosa	3	0	1	0	0	0	0	0	0	1	5
		IsiZulu	0	0	14	8	0	0	0	0	0	0	22
		Sepedi	0	0	3	0	2	0	0	0	0	0	5
		Sesotho	0	0	12	8	0	0	0	0	0	0	20
		Setswana	0	0	0	0	0	0	0	3	0	0	3
		Siswati	0	0	0	0	0	0	0	0	0	0	0
		Xitsonga	0	0	0	0	0	3	8	0	0	0	11
		Tshivenᵿa	0	0	0	0	0	4	4	0	0	0	8
Totals	3	4	45	19	14	21	11	6	10	133			

Table 4F: Quantities for Grade 6 per Subject per Language per Font Size and Province												
Grade	Large Print: Font 16											
	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total
6	Language	Afrikaans	3	4	7	2	5	3	7	2	4	37
		English	4	6	9	5	6	2	4	4	6	46
		Total	7	10	16	7	11	5	11	6	10	83
	Mathematics	Afrikaans	3	4	7	2	5	3	7	2	4	37
		English	4	6	9	5	6	2	4	4	6	46
		Total	7	10	16	7	11	5	11	6	10	83
	Large Print: Font 18											
	Language	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	2	3	7	4	6	0	4	2	5	33
		Total	4	5	11	6	6	0	4	2	9	47
	Mathematics	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	2	3	7	4	6	0	4	2	5	33
Total		4	5	11	6	6	0	4	2	9	47	

Table 4G: Quantities for Grade 9 per Subject per Language per Font Size and Province												
Grade	Large Print: Font 16											
	Subject	LOLTA	EC	FS	GP	KZN	LP	MP	NC	NW	WC	Total
9	Language	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	2	3	5	1	5	2	2	0	4	24
		Total	4	5	9	3	5	2	2	0	8	38
	Mathematics	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	2	3	5	1	5	2	2	0	4	24
		Total	4	5	9	3	5	2	2	0	8	38
	Large Print: Font 18											
	Language	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	10	8	6	4	0	0	0	0	8	36
		Total	12	10	10	6	0	0	0	0	12	50
	Mathematics	Afrikaans	2	2	4	2	0	0	0	0	4	14
		English	10	8	6	4	0	0	0	0	8	36
Total		12	10	10	6	0	0	0	0	12	50	

3.4 Phase 3: Packaging and labelling

Preferably double walled boxes for packaging material should be used. Temper proof sealing material must be used on the big box containing the different specified packages.

The service provider must be clear in the business process on how the following will be done:

- (a) Packaging and labelling of all various tests forms per subject per language per grade per school;
- (b) Packaging and labelling of contextual questionnaires, manuals and forms per language per grade per school;
- (c) Manuals per province; and
- (d) Monitoring and quality assurance.

3.4.1 Packaging per school

Each school must have one big box with two (2) packages per grade. Some schools will have three (3) packages. Schools with the third package will be uniquely identified from the sampled list. The one big box must be labelled per school (school name) including the EMIS number and province. If a school has more than one grade, then each grade must have its own box.

Please Note!

- ✓ Packaging for each subject must be in smaller packs per forms. Mathematics tests must be in sets of Form 1-7 while Language tests must be in sets of Form 1-5.

Example 1: If a total number of learners is 35 in a grade there will be 5 sets of Form 1-7 for Mathematics and 7 sets of Form 1-5 for Language.

Example 2: If a total number of learners is 68 in a grade there will be 10 sets of Form 1-7 for Mathematics and 14 sets of Form 1-5 for Language. The number of copies will therefore exceed the original number of learners indicated in the spreadsheet. The extras will be drawn from the top up.

- ✓ Package 1 and 2, within the big box, must be individually sealed with a transparent and durable watertight plastic/cling wrap that can sustain harsh handling.
- i. Package 1 contains (individually labelled in a transparent seal):
 - Mathematics tests per forms per grade (cling wrapped and labelled);
 - Language tests per forms per grade (cling wrapped and labelled);
 - Learner Tracking forms and
 - An observation form per sampled grade.
 - Stickers.
 - ii. Package 2 contains (individually labelled in a transparent seal):
 - Learner questionnaires (for each learner participating in the study) cling wrapped per grade;
 - Parent/guardian questionnaires (for one parent of each learner participating in the study) cling wrapped per grade; and
 - School Tracking form, Teacher Tracking form (one per school, packed in the box of the highest grade).
 - iii. Package 3 (contains tests specified in Table 3B)
 - Only 480 schools from the sample must be packaged for.
 - Each school will receive one set of a language variation e.g. English mixed with Sepedi.
 - Package 3 must individually be labelled in a transparent seal. Note that this package only has Mathematics tests.

3.4.2 Packaging per province

Other packages must be packaged and labelled per province as follows:

- i. Package 4 contains manuals for
 - Test administrators;

- School coordinators;
- District Tracking form; and
- Checklist for Test Administrators.

Each of the type of manual stated above must be cling wrapped separately, boxed and labelled per province. This means there is a box for each type of manual per province. All surplus manuals if any must be handed over to the DBE.

ii. Package 5 contains emergency packs:

- Test forms must be packed per grade per subject per language per form per province not per school; and
- All the printing surpluses (in good condition) for a province must form an emergency pack for that province.

3.4.3 General packaging requirements for special tests (Braille and large prints)

All boxes must be:

- clearly labelled per provinces (for sighted readers);
- contents and quantities per box must be indicated on the outer side of the box;
- the boxes must also be numbered e.g. “Box 1 of ...” for each province; and
- boxes must be filled or resized if not full to avoid collapsing when in transit.

(a) Braille:

- The Brailled material must be handled with care.
- In each box the number of copies must not exceed 14.
- Each copy must be wrapped individually before they are put together per subject and language.
- Contracted and uncontracted must be clearly labelled and packaged separately if packaged in one box.
- Each province must have own labelled package(s) for Braille and large fonts.

(b) Large print:

- Tests of the same font sizes per language per subject per province must be cling wrapped together.
- Different font sizes of the same subject must be packed in one box.

- Tests of the same province may be packed in one box if they fit.

3.4.4 Labelling

- Each subject pack e.g. Mathematics or Language test forms must be clearly labelled with the following information on an A5 size paper/sticker using any font type but with font size 72 uppercase letters:
 - Grade: ...;
 - Subject: ...; and
 - Language of the test (LoLTA): ...

Example:

GRADE 3 LANGUAGE SEPEDI

and

GRADE 3 MATHEMATICS: SEPEDI

The in-test field trial material must be labelled on top of the cling wrap as follows:

GRADE 6 MTbBE MATHEMATICS: ISIZULU VARIATION
--

- The label on each box for a school must have the following information (Bold font size 72 or bigger):
 - Name of province in full
 - School name
 - EMIS no.
 - District

- Box ... of ...

Example:

<p>GAUTENG</p> <p>RODNEY MOKOENA PRIMARY SCHOOL</p> <p>EMIS: 700000000</p> <p>TSHWANE WEST DISTRICT</p> <p>BOX 2 OF 3</p>
--

- iii. Contents in all boxes must be full to capacity or the boxes must be re-sized to avoid them collapsing when stacked.
- iv. The service provider must ensure that labelling corresponds to each material per school per language per grade and per province.
- v. The labelling of all materials applies for special tests (Braille and large fonts) if they are printed by a subcontractor, and they must be delivered at the same time with all other material.

3.5 Phase 4: Distribution, collection and storage of material

The safety of the materials is the responsibility of the service provider at all stages i.e. during printing, packaging, storage and in transit. It must be noted that the materials are highly confidential.

The service provider must note that:

- i. Packaged and labelled materials must be stored safely before, during and after preparation for distribution to the delivery point including when in transit;
- ii. The exact location and contact persons per province will be made available by the DBE to the successful bidder.
- iii. All printed material must be stored and be made available to the DBE before the commencement of the administration period in October 2026.

After administration of the study the service provider must collect material from the same delivery points, where material were delivered, in provinces. The material must

be stored centrally for a month (November 2026). The DBE will collect from the service provider's storage facility to another venue by end November 2026.

3.5.1 Delivery and collection points

Delivery and collection points across all provinces are indicated in Table 5.1

Table 5.1: Delivery and collection addresses

Province	Districts (some are grouped for delivery and collection purposes)	Nodal Point Addresses
EC	OR Tambo Inland District OR Tambo Coastland District Alfred Nzo East Alfred Nzo West	Mthatha Leadership Institute (TRINSET) Zamukulungisa Industrial Heights Amendu Road, Sdwadwa View Mthatha
	Chris Hani West District Chris Hani East Joe Gqabi	Queenstown District Office (Curriculum) DoE on 2 Limpopo Drive Lauriedashwood Homestead Site, Queenstown
	Sara Baardman Nelson Mandela Bay	Algoa Leadership Institute Building, Straun way, Straundale, Gqeberha Port Elizabeth
	Buffalo City Metropolitan Amathole East Amathole West	East London Leadership Institute 25 Epsom Road Stirling, East London
FS	Free State Education Department	Room 01/02 Exam Office, N8 Gateway Office Park, Cnr Rudolf Greyling and AW Louw Street, Estoire, Bloemfontein
KZN	Amajuba District	113 Panorama Drive, Lennoxton, Newcastle
	Harry Gwala District	JY Building, 8 Main Street, Kokstad
	Ilembe District	Corner Link Road and R102, Kwa- Dukuza (opp. fire station)
	King Cetshwayo District	Coner Maxwell street and Hancock Avenue, Empangeni
	Pinetown District	41 Voortrekker Street, Ashley, Pinetown
	Ugu District	3 Jan Smuts Road, Port Shepstone
	Umgungundlovu District	175 Jabu Ndlovu Street, Pietermaritzburg
Umkhanyakude	Corner of De Kock and King Fisher Roads, Mkhuze	

Province	Districts (some are grouped for delivery and collection purposes)	Nodal Point Addresses
	Umlazi District	17 Victoria Embankment, Truro House, Margaret Mncadi Avenue, Durban
	Mzinyathi District	7 Watt Street, Forestdale, Dundee
	Thukela District	46 Settlers drive, Ladysmith
	Zululand District	Vryheid Comprehensive, Boys Hostel, 577 Stretch Crescent, Vryheid
GP	Gauteng Education Department	Quality Assurance Directorate, 90 Corner East and Montague street, Boksburg
LP	Capricorn South District Sekhukhune East and South Districts	Studio 2 Building, Lebowakgomo
	Capricorn North District	Cnr Yster and Blaauwberg Street, Landanna, Polokwane
	Mopani West District	Tivumbeni CTPD, Nkowankowa Township
	Mopani East District	Giyani Exam Office (next to stadium) Giyani Township
	Mogalakwena District	805 Rufus Seakamela Street, EMPC Building, Mokopane
	Waterberg District Vhembe East & West Districts	2 Sakkie Burger, Nylsroom (Modimolle) Makwerela Exam Building, Sibasa, Thohoyandou
MP	Mpumalanga Education Department	7 Magnolia street, Nanfin Building, Valencia Park, Mbombela
NC	Northern Cape Education Department	156 Barkly Road, Homestead, Kimberley
NW	Dr Kenneth Kaunda District	90 Thabo Mbeki Drive, Potchefstroom
	Bojanala District	Corner Kock & Heystek, Rustenburg
	Ngaka Modiri Molema District	Cnr Modiri Molema & Vryburg Road (N18), Mahikeng
	Dr Ruth S Mompati District	30 Emmanuel Street, Colridge, Vryburg
WC	Metro Central Metro East Metro North Metro South Cape Winelands and West Coast Districts	12 th Floor, 01 North Wharf Building, Lower Loop Street, Foreshore
	Overberg Education District	15 College Road, Caledon, 7230
	Eden and Central Karoo Education Districts	1 st Floor, York Park Building, St Johns Street, George

Material may be collected from nodal points from October and must be stored up to the end of November 2026.

The DBE will communicate with service provider the readiness for collection of material from provinces.

Table 5.2: Delivery of additional/extra material at one nodal point in provinces

	Nodal Points	Province
1.	Eastern Cape Education Department Steve Vukile Tshwete Education Complex, Zone 6, Zwelitsha	EC
2.	Examinations and Assessment Directorate, N8 Gateway Office Park, Exam Room 01/02, Corner Rudolf Greyling & AW Louw Avenue, Estoire, Bloemfontein	FS
3.	Quality Assurance Directorate, 90 Corner East and Montague street, Boksburg	GP
4.	Malgate House, 72 Stalwart Simelane Street, Office 301, Durban	KZN
5.	Department of Education 113 Biccard street, Polokwane	LP
6.	7 Magnolia street, Nanfin Building, Valencia Park, Mbombela	MP
7.	I K Nkoane Education House, 156 Barkly Road, Homestead, Kimberley	NC
8.	Former Inset Building, Cnr Modiri Molema and Dr Albert Luthuli Drives, Mmabatho	NW
9.	ENS Building 1 North Wharf Square, 2 Lower Loop Street, Foreshore, Cape Town	WC

Extra copies of tests or questionnaires including manuals or forms must be delivered centrally in the province. All unused materials in Table 5.2 must be collected and stored together with those in Table 5.1 at the central venue post the administration period.

4. DELIVERABLES AND TIME FRAMES

The key deliverables must be aligned to the scope of work and the following must be reflected in the detailed work plan submitted in the bid document. The main activities are summarised in Table 6.

Table 6: Expected deliverables and timeframes

PHASE	DELIVERABLES	QUANTITY	DELIVERY TIME FRAME
Phase 1			
Preparations for printing	(1) Detailed printing plan	• 1 hard copy and 1 soft copy of the plan	Upon commencement
	(2) Printing flowchart	• 1 hard copy and soft copy	Upon commencement
	(3) A draft printing programme for training of officials (where applicable)	• 1 hard and 1 soft copy of the programme	Upon commencement
	(4) Management plan for disposal of waste material	• 1 hard and 1 soft copy of framework/template	Upon commencement
	(5) Monitoring plan for each phase. (6) Floor plan for picking and packing	• 1 hard and 1 soft copy of the monitoring plan and picking and packing floor plan	On or before the end of the 10th working day after the commencement date
Phase 2			
Printing	(7) Signed-off proofs of the artwork (tests)	• 1 hard copy of each instrument that must be printed (with colour codes where required)	On or before the end of week 3 after the commencement date
	(8) Signed-off proofs of the artwork (questionnaires, manuals and other material)	• 1 hard copy of each of the other material (without colour codes)	
	(9) Signed-off proofs of the artwork (stickers)	(It must be noted that all proofs will be signed on site by the DBE.)	
Phase 3			
Packaging and labelling	(10) Report on material packaged per province per school including, emergency packs, special tests e.g. Braille etc.	• 1 hard and 1 soft copy of the record based on packaging and labelling	On or before the end of week 5-6 after the commencement date
	(11) Checklist per language per school per province indicating packaged material	• 1 hard and 1 soft copy of a completed checklist	
Phase 4			
Distribution, collection and storage of material	(12) Delivery plan per province	1 hard and 1 soft copy of the record of:	On or before the end of week 6 after the commencement date
	(13) Proof of delivery (PODs) for both distribution and collection	• all material dispatched per school per province to designated delivery points • Hard copies of signed PODs	

PHASE	DELIVERABLES	QUANTITY	DELIVERY TIME FRAME
	(14) Collection of material to the central storage and checklist of material collected (15) Submission of electronic media devices and signed off proofs (16) Close up report	<ul style="list-style-type: none"> • 1 hard and 1 soft copy of the completed checklist • Signed PODs of the materials collected to the central storage • Hard copies of the proofs and electronic media • 1 hard and 1 soft copy of the close up report 	At the end of the contract period

4.1 TIME FRAMES

- (a) It must be noted that the administration (writing) of the tests is in October 2026.
- (b) When deadlines are set, it will be expected of the service provider to deliver the required services within set timeframes. The timeframes agreed upon by the service provider and the DBE are binding.
- (c) The further breakdown of activities and its deliverables will be agreed upon with the appointed service provider, and a final work plan must be approved by the DBE.

Table 7: Summary of Key Activities

Preparations for printing including the printing	4 weeks after the commencement date
Packaging and labelling	Within 8 weeks or less after the commencement date
Distribution to nodal points (as indicated in section 3)	Within 12 weeks or less after the commencement date
Collection of material from nodal points in provinces to a storage centre (that of the service provider)	October – November 2026

5. DURATION OF THE PROJECT

The service provider will be expected to deliver the identified deliverables within good conditions. The commencement date will be the day on which the last signing party appends the signature to the contract.

6. NON-COMPULSORY BRIEFING SESSION

The Department of Basic Education (DBE) will hold a non-compulsory virtual briefing session on the date time as published. Bidders who wish to attend are advised to join the session using the link provided. **Microsoft Teams meeting Join:** <https://teams.microsoft.com/meet/395698068300666?p=cDKYqhWt2Yz5sOyqgP>

7. BIDDING REQUIREMENTS

7.1. Mandatory requirements

The bidders must comply with the following mandatory requirements:

- 7.1.1. Bidders must provide a total price inclusive of VAT for the project and the price should be fixed for the full duration of the project (**see Annexure A**).
- 7.1.2. Alteration of the Standard Bidding Documents (SBD forms) will lead to disqualification.
- 7.1.3. The Bidder must submit (a) company profile(s). In the case of a consortium or a joint venture, a profile of each company must be submitted.
- 7.1.4. Bidders must submit two (2) reference letters related to printing, packing and distribution. (Note: any of the two reference letters may relate to printing and packing or distribution or a combination of them). This also applies to a consortium. The letters must be:
 - on the client's letterhead;
 - indicate the kind of service rendered related to the bid; and
 - signed by the client.
- 7.1.5 The bidder must provide **proof of ownership (or of hiring)** appropriate storage facilities required for picking and packing and storing all packaged material prior to dispatch and for storing material after collection. The proof may be in the form of a letter(s) or lease agreement(s). The letter(s) or lease agreement(s) must cover the period of the contract. The venue must have a minimum of 150 m² throughout all four phases.

Bidders who do not comply with all of the above mandatory requirements will be disqualified.

7.2. Administrative Requirements

- 7.2.1. Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD3.1, SBD4, and SBD6.1). Non-submission of the SBD6.1 form will result in non-allocation of specific goals.
- 7.2.2. In case of a Consortium or Joint Venture, Bidders should individually submit the fully completed and signed SBD forms separately.
- 7.2.3. If Bidding as a Consortium or Joint venture, the Consortium or Joint Venture must provide the following information and documents:
- i. The agreement signed by nominated members of both/all consortium or joint venture partners;
 - ii. Name of the leading company;
- 7.2.4. If bidding with the intention of subcontracting certain tasks the bidder must state the name of the subcontract company and the percentage to be subcontracted.
- 7.2.5. The DBE will conduct site visits to qualifying bidders only as part of the functionality criteria. The visits will be on agreed dates. The following will be expected from the service provider as part of the visit:
- (a) give a 20-minute presentation of the services rendered relating to the bid; and
 - (b) arrange a tour of the premises for the DBE delegation.

8. FUNCTIONALITY EVALUATION CRITERIA

Table 8: Documents submitted (Bids will be evaluated in terms of the following criteria).

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
A: Company profiles [10 points]	A comprehensive company profile was submitted with all of the following including additional information about the company related to the bid: <ul style="list-style-type: none"> • the name of the company and its background; • profiles of all staff members related to the bid; • detailed Curriculum Vitae (CV) of all lead managers; • The number of suitably experienced personnel required including packers. 	10
	A comprehensive company profile with a name and background was submitted including the following three points only : <ul style="list-style-type: none"> • profiles of all staff members related to the bid; • detailed Curriculum Vitae (CV) of all lead managers; • The number of suitably experienced personnel required including packers. 	08
	A comprehensive company profile with a name and background was submitted with any two of the following information: <ul style="list-style-type: none"> • profiles of all staff members related to the bid; 	06

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	<ul style="list-style-type: none"> detailed Curriculum Vitae (CV) of all lead managers; The number of suitably experienced personnel required including packers. 	
	<p>A comprehensive company profile with a name and background was submitted with one of the following information:</p> <ul style="list-style-type: none"> profiles of all staff members related to the bid; detailed Curriculum Vitae (CV) of all lead managers; The number of suitably experienced personnel required including packers. 	04
	A company profile was submitted with irrelevant information:	02
B: Reference letters [10 points]	<p>Two different reference letters were submitted with all <u>three</u> points:</p> <ul style="list-style-type: none"> Name of company and the contact person; On a client's letterhead; a brief description of the service rendered related to printing, packing and/or distribution within the last 12 months. 	10
	<p>Two different reference letters were submitted with all <u>three</u> points:</p> <ul style="list-style-type: none"> Name of company and the contact person; On a client's letterhead; a brief description of the service rendered related to printing, packing and/or distribution within the last 13-24 months. 	08
	<p>Two different letters were submitted which include <u>three</u> of the following:</p> <ul style="list-style-type: none"> Name of company and the contact person; On a client's letterhead; a brief description of the service rendered related to printing, packing and/or distribution within the last 25-36 months. 	06
	<p>Two different letters were submitted which include <u>three</u> of the following:</p> <ul style="list-style-type: none"> Name of company and the contact person; On a client's letterhead; a brief description of the service rendered related to printing, packing and distribution within the last 37 months or more. 	04
C: Proof for the venues [10 points]	<p>Proof was submitted indicating ownership or hiring (lease) of storage facilities <u>throughout all four phases</u> to enable:</p> <ul style="list-style-type: none"> picking and packing workflow separation of material at various stages storing all material collected from provinces (warehousing). 	10
	<p>Proof was submitted indicating ownership or hiring (lease) of storage facilities <u>in any of the three phases</u> to enable:</p> <ul style="list-style-type: none"> picking and packing workflow separation of material at various stages storing all material collected from provinces (warehousing). 	08
	<p>Proof was submitted indicating ownership or hiring (lease) of storage facilities <u>in any of the two phases</u> to enable:</p> <ul style="list-style-type: none"> picking and packing workflow separation of material at various stages storing all material collected from provinces (warehousing). 	06
	<p>Proof was submitted indicating ownership or hiring (lease) of storage facilities <u>in one or parts of other phases</u> to enable:</p>	04

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	<ul style="list-style-type: none"> picking and packing workflow separation of material at various stages storing all material collected from provinces (warehousing). 	

Table 9A: Business Processes

CRITERIA	DESCRIPTION OF CRITERIA	SCORE	
<p><i>The Business Process is a comprehensive account in narrative i.e. the process planning and coordination on how each activity will be undertaken and achieved, including contingency measures per phase. Theoretical and practical considerations of the project should be lifted in this part of the bid proposal and success criteria should be easily understood.</i></p> <p><i>Please note that the narrative may include activities over and above the ones listed in Table 9B.</i></p>			
D: Business processes [10 points]	Detailed narrative of critical activities per phase	Key assessment points:	
		All critical activities in <u>all four</u> phases are covered in detail with the required information.	10
		Critical activities in <u>any three</u> phases are covered with the required information provided.	8
		Critical activities in <u>any two</u> phases are covered with the required information provided.	5
		Activities are listed in all phases but lack detail or only one phase is in detail.	0

Table 9B: Business Processes Activities

Detailed descriptions should be provided on how the following <u>critical activities</u> will be achieved per phase <u>as part of Business Processes</u> .	
Phase 1	(a) assembly of project managers covering all phases of the project (b) creation of customised schools' databases per province (c) preparation stages for the artwork, printing, packing, storing and dispatch (d) plans for i) recruitment (where applicable), ii) training of staff and iii) monitoring (e) allocation of personnel per phase (f) appointment of suitably experienced personnel (g) safe-keeping, security and confidentiality of all project material for the duration of the contract (h) allocation of resources (e.g. equipment, facilities etc.) are clearly explained describing the physical resources available to complete the different phases of the project.
Phase 2	(a) printing plan and the flowchart (b) management of printed material from one site to the other (c) checklist of material printed (d) management of confidential waste material (e) technical support indicating how power outages and machines breaking will be managed during the printing process.
Phase 3	(a) location and set up of the picking and packaging site(s) (b) description of methods and techniques for picking and packing

Detailed descriptions should be provided on how the following <u>critical activities</u> will be achieved per phase <u>as part of Business Processes</u> .	
	<ul style="list-style-type: none"> (c) monitoring and support indicating how replacement of packers will be managed e.g. absenteeism, late coming etc. (d) verification and quality control of various packs per school per language per subject per grade per province will be managed (e) methods and techniques of packaging and labelling of stickers per test per questionnaire per school (f) Checklist materials packaged per school.
Phase 4	<ul style="list-style-type: none"> (a) preparation and management of material for final dispatch (b) tentative delivery schedule with time (c) communication plan with the recipient of the material (d) monitoring and technical support indicating how the delivery trucks will be managed including real time tracking (e) management of the delivery notes (to be submitted to the DBE with the invoice) (f) checklist of materials dispatched and collected (g) central warehousing of all materials and safety thereof after collection (h) A draft reporting template for the close-up report (to be submitted to the DBE).

Table 10A: The Workplan

CRITERIA	DESCRIPTION OF CRITERIA	SCORE	
E: Workplan [20 points]	<p>The workplan is the sequence of how activities will be operationalised and managed per phase with dates/duration</p> <p>Please note that the activities in this criterion are <u>not limited</u> to the ones listed in Table 10B.</p>	<p>Key assessment points:</p> <p>The workplan has all the following points per phase and includes:</p> <ul style="list-style-type: none"> • all activities are suitably sequenced with headings and detailed sub-activities • realistic timeframes/duration per activity per phase are clearly documented • deliverables and milestones are indicated in each phase. 	20
		<p>The workplan has any <u>three</u> of the following points per phase:</p> <ul style="list-style-type: none"> • all activities are suitably sequenced with headings and detailed sub-activities • realistic timeframes per activity per phase are clearly documented • deliverables and milestones are indicated in each phase. 	15
		<p>The workplan has any <u>two</u> of the following points per phase:</p> <ul style="list-style-type: none"> • all activities are suitably sequenced with headings and detailed sub-activities • realistic timeframes per activity per phase are clearly documented • deliverables and milestones are indicated in each phase. 	10
		<p>Activities are not suitably sequenced and lack coherence and detail in the sub-activities.</p>	05

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
	Activities listed are not relevant to the phase in question.	0

Table 10B: Workplan Points to Consider

Points to consider as part of the Workplan by the bidder	
a. Preparations for the printing	<p>Clear and well-coordinated implementation plans indicating the:</p> <ul style="list-style-type: none"> i. project managers covering all phases of the project; ii. creation of sampled school databases for packing and labelling; iii. preparation stages for printing, packing, storing and dispatch; iv. recruitment planning, training and monitoring; v. allocation of personnel per phase; vi. appointment of packers and security processes followed to ensure that they are suitably experienced; vii. safe-keeping, security and confidentiality of all project material for the duration of the contract; and viii. allocation of resources (e.g. equipment, facilities etc.) are clearly explained describing the physical resources available to complete the different phases of the project.
b. Printing	<p>Clear and well-coordinated implementation plans indicating the:</p> <ul style="list-style-type: none"> i. printing plan/flowchart; ii. a comprehensive training programme for packers; iii. management of printed/duplicated material from one site to the other; iv. management of waste material; and v. monitoring and technical support indicating how power outages will be managed during the printing process.
c. Packaging and labelling	<p>Clear and well-coordinated implementation plans indicating the:</p> <ul style="list-style-type: none"> i. processes to ensure suitable appointment of all personnel required, where applicable; ii. location and set up of the packing site illustrating the model of packaging including floor plan and material handling; iii. monitoring and support indicating how replacement of packers will be managed during the packing process; iv. description of methods and techniques for picking and packing; v. verification of the learner numbers per school per language per subject per grade and province against the label; vi. movement and management of packaged material from the packing site.
d. Distribution, collection and storage of material	<p>Clear and well-coordinated implementation plans for indicating the:</p> <ul style="list-style-type: none"> i. preparation and management of material for final dispatch; ii. delivery schedule; iii. communication with the recipient of the material to verify date and time of delivery; iv. real time delivery system;

Points to consider as part of the Workplan by the bidder	
	<ul style="list-style-type: none"> v. monitoring and technical support indicating how the delivery trucks will be managed; and vi. management of the delivery notes (<i>to be submitted to the DBE together with the invoice</i>).

Table 11: Risk Management

CRITERIA	DESCRIPTION OF CRITERIA	SCORE
G: Risk Management [10 points]	<i>Bidders are requested to submit a plan listing risks that are linked to each phase and alongside each risk, relevant mitigating solutions must be stated.</i>	
	5 or more different risks related to the entire process which are inclusive of a) printing, b) packing, c) distribution and d) storage phases are clearly articulated. <u>Alongside each risk</u> , realistic mitigating solutions are stated. (minimum total of 20 risks).	10
	<ul style="list-style-type: none"> • 3 - 4 different risks related to the entire process which are inclusive of a) printing, b) packing, c) distribution and d) storage phases are clearly articulated. <u>Alongside each risk</u>, realistic mitigating solutions are stated. (Minimum total of 12 risks). 	5
	1 - 2 different risks related to the entire process which are inclusive of a) printing, b) packing, c) distribution and d) storage phases are clearly articulated. <u>Alongside each risk</u> , realistic mitigating solutions are stated. (minimum total of 4 risks).	3
	No risks and mitigations or risks do not relate to activities in the phases or mitigating solutions do not relate to the risks.	0

Table 12: On-site inspection

CRITERIA	AREA OF FOCUS	SCORE	
H: On-site inspection [20 points]	<i>The visits will be on agreed dates. The following will be expected from the service provider:</i> <ul style="list-style-type: none"> • <i>Short presentation on the services rendered</i> • <i>Tour of the premises with the DBE delegation</i> 		
	a. Availability of backup generator(s) or solar energy	2	
	b. Availability of recent service records of the printing machines	2	
	c. Technical support staff for machinery, software and the delivery trucks	3	
	d. Safety and security of:		
	i.	all the access points inside and outside the building e.g. cameras, guards etc.	2
	ii.	the workspace to develop the artwork;	2
	iii.	the printing space (human traffic, demarcation of job cards etc.)	2
	iv.	the handling of material from the printing to the stitching/binding point if machines are different or from the binding to the package site	1
	v.	the workspace for packing and sorting	2

CRITERIA	AREA OF FOCUS	SCORE
	e. Printing and packing	
i.	Available software systems to manage and track all the printing, packing, labelling and delivery	3
ii.	Type(s) of printing machine(s) and their capabilities	2
iii.	Availability of printing paper, cling wraps, boxes etc.	2
iv.	Frequency of quality checks (per hour) mechanisms for accuracy of picking and packing as well as packaging	2
	f. Availability of waste management facilities for shredding confidential waste.	2
	g. Mitigation of all risks identified during the tour.	3

Table 14: Total number of points

Functionality evaluation Criteria		Points/Weights	Score
Company profile(s): Table 8 (A)	Functionality	10	
Reference letters: Table 8 (B)		10	
Proof for the venues: Table 8 (C)		10	
Business process: Table 9A		10	
Workplan: Table 10A		20	
Risk Management: Table 11		10	
Sub-total		70	
Site inspection: Table 12		30	
Grand total		100	

- (a) Under functionality, bidders who score below 50 points out of 70 (sub-total in Table 14) will not be considered for a site inspection. Therefore, points will not be awarded under site inspection; and
- (b) Bidders who score less than 70 points on functionality (grand total in Table 14) will not be considered for this tender.

9. PRICE AND PREFERENCE POINTS (80/20)

Bidders must, in the costing present the budget in the format indicated on **Annexure A** which must be submitted with the bidding documents.

Bids will be evaluated in terms of 80/20 preference point system where 80 points will be used for *price only* and 20 points for DBE specific goals. (Refer to attached SBD 6.1 form).

The following formula will be used for the calculation of price:

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

P_s = Points scored for price of bid under consideration

P_t = Rand value of acceptable bid under consideration

P_{min} = Rand value of lowest bid

Points Awarded for Specific Goals

A maximum of 20 points will be awarded to a tenderer for the specific goals of people who were historically disadvantaged by unfair discrimination based on being Black, Women, Living with disability or Youth.

Note to Bidders:

1. **The bidder must indicate how they claim points for each preference point system.**
2. **Allocation of points will be prorated as per percentage of ownership of each goal. In case of a Joint Venture or a Consortium, the points will be averaged.**
3. **DBE will verify the ownership percentage using CSD report, should there be discrepancies CSD report takes precedence.**
4. **Specific goals for the tender and points claimed are indicated per the table below:**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed:	Number of points claimed (80/20 system) (To be completed by the bidder)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilise CSD Report to validate points claimed		
Women	8	DBE will utilise CSD Report to validate points claimed		
Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • Proof of registration with National Council for Persons with Physical 		

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents required as proof of claim to validate points claimed:	Number of points claimed (80/20 system) (To be completed by the bidder)	Percentage (%) ownership per specific goals
		Disability in South Africa registration (NCPDOSA); OR • Medical Certificate		
Youth	6	DBE will utilise CSD Report to validate points claimed		
Total Points	20			

10. PAYMENT

Payment shall be affected proportionately on completion of each phase of the project and within 30 days of receipt of valid original invoices.

The service provider will be paid according to the following table.

Payment:

Phases	Percentage
Phases 1, 2 and 3	50
Phase 4	50
	100

11. MONITORING AND REPORTING

The DBE will monitor the performance of the service provider in terms of the stipulated deliverables and timeframes. A Steering Committee comprised of the DBE project managers and the service providers' project managers, will regularly meet to monitor deliverables. These meetings will be added to regular project meetings that will focus on the operational aspects of the project, per phase. Formal meeting procedures will be followed and approved and signed minutes will be kept by the DBE as official meeting records.

12. CONDITIONS

- 12.1. Materials compiled for and by the DBE may not be used in any form or for any purpose other than the purpose stipulated in the agreement.
- 12.2. All materials related to this tender, e.g. school lists, addresses etc. must not be used for any other project undergone by the service provider. Materials in possession of the service provider, on behalf of the DBE, is confidential. The service provider is expected to adhere to the POPI Act, Statistics Act of 1999 and any other legal prescripts governing personal information.
- 12.3. The Service Provider will be expected to complete all phases of the project and adhere strictly to the deadlines specified. A written report on completion of each phase is mandatory.
- 12.4. The Service Provider is expected to demonstrate credibility and perform the services as described in this document.
- 12.5. DBE will confine its contractual dealings with the primary service provider in a case where there is a consortium.
- 12.6. The appointed Service Provider shall undertake to avoid any activity of whatsoever nature that may be detrimental to the Department's interest, goodwill and reputation.
- 12.7. The DBE reserves the right to change the Terms of Reference prior to the closing of the bid.
- 12.8. The Department reserves the right not to award the tender and will not be held liable for the preparation of the bid documents by the bidders.
- 12.9. The DBE reserves the right to terminate the contract with the service provider at any point during the contract period should the performance of the service provider not meet the satisfactory requirements of the stipulated deliverables.
- 12.10. TERMINATION FOR DEFAULT: The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier reserves the right to terminate this contract with the appointed service provider, in accordance with Clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.
- 12.11. The Bidder/s must submit proof of registration with the National Treasury's Central Supplier Database (CSD).

- 12.12. Consortiums, who possess all the functional knowledge and experience, will be considered for this proposal but proposals must clearly indicate the organization that will be the lead agency that will take full managerial and technical accountability for the outcomes of this proposal.

13. COMMUNICATION

- 13.1. The DBE Supply Chain Management (SCM) Unit shall communicate with bidders where clarity is sought after the closing date and no other communication to any DBE official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid may be entered into.
- 13.2. All communication between the bidder and the DBE must be in writing and addressed to SCM Office at Tenders@dbe.gov.za

CONTACT DETAILS

Bid Enquiries

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134

E-mail: Tenders@dbe.gov.za

Enquiries must be made at least twelve (12) days before the closing date of the bid.

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER OR CONSORTIUM OF SERVICE PROVIDERS WITH PROFESSIONAL AND TECHNICAL EXPERTISE TO PRINT, PACK, DISTRIBUTE, AND COLLECT THE 2026 SYSTEMIC EVALUATION MATERIAL IN NINE PROVINCES AND STORE AT A CENTRAL FACILITY
PRICING GUIDE

Phases	The amount in each phase should consider the costs listed in this Annexure and must be inclusive of your profit margins. Do not show calculations in this Annexure, only document the totals per phase, VAT and the grand total.	Total amount per phase
Phase 1	<ul style="list-style-type: none"> ● Initial labour costs (creation of database, designing artwork for labels and colour coding cover pages for test forms, drafting of plans and flow diagrams, drafting of a budget for the bid, completion of bidding documents) ● Procurement costs (printing paper, toners, special services: Braille, shredding services or machines, boxes, stickers, cling wraps, trucks if rented) ● Recruitment costs (advertisements for packers, security) ● Legal costs related to this bid ● Office running costs for Phase 1 ● Wages and salaries related to Phase 1 ● Central warehousing cost. 	
Phase 2	<ul style="list-style-type: none"> ● Costs to transform Word into Braille ● Costs to enlarge test forms in various sizes ● Printing all materials for proofs ● Printing of tests, manuals, questionnaires, stickers, and other forms including Braille and large fonts ● Office running costs for Phase 2 if it falls in a different month than Phase 1. ● Wages and salaries related to Phase 2 ● Central warehousing cost. 	
Phase 3	<ul style="list-style-type: none"> ● Wages and salaries related to Phase 3 ● Office running costs for Phase 3 if it falls in a different month than Phase 2. 	

	<ul style="list-style-type: none"> • Central warehousing cost. 	
Phase 4	<ul style="list-style-type: none"> • Delivery costs • Collection costs • Office running costs for Phase 4 if it falls in a different month than Phase 3. • Wages and salaries related to Phase 4 • Central warehousing cost. 	
TOTAL PRICE BEFORE VAT FOR ALL 4 PHASES		
VAT		
TOTAL PRICE (INCLUSIVE OF VAT)		

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

SBD6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Documents required as proof of claim to validate points claimed	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage (%) ownership per specific goals
Black People	5	DBE will utilize CSD Report to validate points claimed		
Women	8	DBE will utilize CSD Report to validate points claimed		
Disability	1	Submit any of the documents below: <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration; OR • National Council for Persons with Physical Disability in South Africa registration (NCPDSA); OR • Medical Certificate 		
Youth	6	DBE will utilize CSD Report to validate points claimed		
Total	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

Republic of South Africa



**GOVERNMENT PROCUREMENT: GENERAL
CONDITIONS OF CONTRACT
July 2010**

GOVERNMENT PROCUREMENT GENERAL

CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

or to have
minor
essential
services
executed
if an
emergenc
y arises,
the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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