



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Dear Sir/Madam

INVITATION TO A BID

1. You are hereby invited bid for Supply, Delivery, Training and Installation of Assistive Devices at Full Service Schools within the four Districts of the North West Province for 36 Months.
2. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "B"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
- 4.1. The following information should be clearly marked on the same sealed envelope:
"Tender No. : EDU08/24NW"
"Closing Date: 21 November 2024"
"Closing Time: 11:00"
5. Prices quoted should be firm and fixed for the contract period and should be completed in the attached pricing schedule and be submitted it with the bid documents
6. All enquiries pertaining to specification can be directed to **sltong@nwpg.gov.za**
7. For details for obtaining the bid documents: **Ms. Tshiamo Keetile to tkeetile@nwpg.gov.za.**
8. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
9. This Bid Documents are ONLY available for download on **E Portal.** (www.etenders.gov.za)

10. The Department of Education reserves the right to accept any tender in whole or in part and does not bind itself to accept the lowest or any tender.

11. Please ensure that you attach the following documents:

a) Joint Venture work must be accompanied by the **Joint Venture agreement** signed by

all parties concerned. *(where applicable)*

b) **CSD MAAA Number** for all bidders in JV

12. Pricing schedule

EVALUATION CRITERIA TO BE USED

Functionality - 100 points

Breakdown of 100 points: -

Price - 80 points

Specific Goals - 20 Points

TOTAL - 100

CONDITIONS TO BID

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

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


.....
Mr H Mashao
DDG-Corporate Services

DATE: 24 / 10 / 2024

SBD1

PART A INVITATION TO BID

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

BID NUMBER:	EDU08/24NW	CLOSING DATE:	21 November 2024	CLOSING TIME:	11:00
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Supply, Delivery, Training and Installation of Assistive Devices at Full Service Schools within the four Districts of the North West Province for 36 Months.

DESCRIPTION

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Ms T. KEETILE	CONTACT PERSON	Ms SL TONG
TELEPHONE NUMBER		TELEPHONE NUMBER	018 388 1702
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tkeetile@nwpg.gov.za	E-MAIL ADDRESS	sltong@nwpg.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

¹

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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 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.



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

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

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

.....

Signature

.....

Date

.....

Name of bidder

Position

SBD 6.1

SBD 6.1 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender)

- a) The applicable preference point system for this tender is the 90/10 preference point system.

- 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

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where:

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to bidders: 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)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents required as proof of claim to validate points claimed:
Black People	4		NWED will utilise CSD Report to validate points claimed
Women	8		NWED will utilise CSD Report to validate points claimed



Disabled	2		Submit any of the documents below: Proof of registration with National Council for Persons with Physical Disability in South Africa registration (NCPDPSA); OR Medical Certificate
Youth	6		NWED will utilise CSD Report to validate points claimed

DECLARATION WITH REGARD TO COMPANY/PSP

4.3 Name of company:

4.4 Company registration number:

4.5 TYPE OF COMPANY/ PSP

☐ 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 certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company 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 Company 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 its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:



education

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

Request for Supply, Delivery, Training and Installation of Assistive Devices at Full Service Schools within the four Districts of the Province for 36 Months

PREPARED BY:

North-West Education Department

Technical Enquiries : sltong@nwpg.gov.za

SCM Enquiries : tkeetile@nwpg.gov.za

1 Introduction

The Department's mandate to ensure inclusive learning to all children with disabilities through the allocation of necessary resources for learners with disabilities. Learners in full service schools that have mild to moderate barriers to learning need additional assistive devices to assist them in the implementation of the curriculum. Without the support of these assistive devices, these learners with barriers are unable to access the curriculum.

2 Scope

The Department of Education is soliciting bids for Supply, Delivery, Installation and training of Assistive Devices at Full Service Schools within the four Provincial Districts. The Department seeks competent and capable service providers that are able to ensure uninterrupted service delivery for the intended goods/services.

The supply of the assistive devices will be on an as and when goods/services are required for the contractual duration of 36 months. The Department will make use of a catalogue to order from the said service provider, ordering will be made using a decentralized system and/or model.

The successful service provider will be responsible for the supply of all ordered material or goods, and ensure a timely delivery and installation (*where applicable*) on site per order. The Department will supply a contact list of all the full service schools that will be participating in the bid and their addresses. The successful bidder should supply the department with guarantees and/or warranties of goods supplied and should be transferred to the Department upon delivery.

The Bidder will be responsible for installation of assistive devices on site and must provide sureties for installed items for at least 15 (*fifteen*) working days after installation. Payment of all ordered goods will be reconciled on a monthly basis at corporate offices (*Mmabatho High School Hostels, Inclusive Education*) and payments processes will then proceed.

3 Delivery

- Delivery of all ordered material **must be delivered 100%** per order.
- Lead time per order is limited to **21 working days**.
- The Department will provide bidders with the list of all schools that will be participating on the contract **per financial year** and orders will follow per school.
- All deliveries should be done between Monday and Friday @ 08H00 to 12H00 **(No deliveries on weekends)**
- Bidders will be required to make prior arrangements with the schools for delivery.
- Delivery notes **MUST** be attached per invoice, signed and fully completed.
- Invoices **WILL NOT BE** processed without a fully completed delivery note..

The Successful service provider(s) must ensure the following:

- Provision of user training of equipment/material upon delivery or as per schedule,
- Supply, delivery and installation of assistive devices per delivery per order.
- Provide Quality check report per order.
- Submission of original delivery notes and invoices to Head office as and when orders are delivered.
- Strict adherence to delivery of catalogue items, deviations may only be approved by Deputy Director General: IGM&S.
- Ensure after sales support according to industry standards.

4. Evaluation criteria

The evaluation of the bid shall be :

Stage 1: Administrative Compliance

Stage 2: Technical Mandatory requirements Functionality

Stage 3: Price and Specific Goals

STAGE 1 - ADMINISTRATION COMPLIANCE

4.1. Administrative evaluation will be carried out on all the bids in terms of the following criteria:

- 4.1.1. Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4 and SBD 6.1
(is required for claiming of specific goals points)
- 4.1.2. Joint Venture Agreement where applicable – Compulsory, but only where Joint Venture is entered.
 - 4.1.2.1 Signed memorandum of agreement by all parties in case of Joint Venture and certified copies of directors and CSD MAAA numbers of all parties.
- 4.1.3. Central Suppliers Database full report (not older than 30 days from the date of closing this bid),(Non Compusory)
- 4.1.4. Any bidder who does not comply with any of the above-mentioned criteria, unless stated and non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.

STAGE 2 – TECHNICAL MANDATORY REQUIREMENTS

4.2 FUNCTIONALITY

No	Functionality criteria – Tender Rating Matrix		A	B	C
			Tender Rating (score 1-5)	Weighting	Tenders Score (%) = (AxB)/5
1. Company work Experience	At least one of the three projects must be R650 000 more in similar projects successfully completed in the last 5 years.	3 projects relevant to: • Supply • Delivery • Training Please attach signed award letter and/or testimonial of each project, containing the following; • Date of project/duration • Amount/value • Company name • Project description	5	40	
		2 projects relevant to: • Supply • Delivery • Training Please attach signed award letter and/or testimonial of each project, containing the following; • Date of project/duration • Amount/value • Company name • Project description	3		
		1 project relevant to: • Supply • Delivery • Training	2		



		Please attach signed award letter and/or testimonial of each project, containing the following; • Date of project/duration • Amount/value • Company name • Project description			
		• No projects and/ or relevant project done • No evidence attached	0		
2 IMPLEMENTATION PLAN	Plan should incorporate each as per score allocation 1. Demonstrate how goods will be distributed. 2. Demonstrate how training and support will be conducted with time lines.	• Plan covering both points	5	25	
		• Plan covering only one point	3		
		• No Implementation plan attached	0		
3 FINANCIAL CAPACITY	Bidders are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration by providing ANY of the following: (1) Bank Guaranteed Letter OR	The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R500 000.00 or more Bidders will only be awarded points if all of the above is complied with.	5	35	
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R400 000.00 or more but less than R 500 000.00 Bidders will only be awarded points if all of the above is complied with.	4		

	(2) Guarantee Letter from any FSP Registered Organization OR Company's Bank statement on an official bank document or form not older than 1 month from the closure of this bid.	The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R300 000.00 or more but less than R 400 000.00 Bidders will only be awarded points if all of the above is complied with.	3		
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R200 000.00 or more but less than R 300 000.00 Bidders will only be awarded points if all of the above is complied with.	2		
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R100 000.00 or more but less than R 200 000.00 Bidders will only be awarded points if all of the above is complied with.	1		
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity less than R 100 000.00 OR The bidder DID NOT provide any Financial Capacity Evidence	0		
		TOTAL SCORE(%)			

Minimum threshold of 60% to qualify in this phase

Bidders that have scored the minimum threshold of 60% at stage 2 will be proceeded to stage 3.

4.3 PRICING SCHEDULE

N.B ALL ITEMS SHOULD BE PRICED

ASSISTIVE DEVICES CATALOGUE FOR FSS 2024-26

Product	General Specifications	Price
Devices for Learners with Hearing Impairment		
1. FM Amplification System	Wireless FM system for personal amplification, using a transmitter for the speaker and a receiver for the listener.	R



Product	General Specifications	Price
	• Comprises of a transmitter microphone and a receiver unit • Greater clarity of speech/sound • Background noise reduction • Works for hearing aid and cochlear implant users • Main frequency transmission bands: 863–865 MHz and 169–176 MHz • Battery-operated	
2. Induction Loop System	• The induction loop uses the built-in receiver in the hearing aid (T-coil) to transmit the sound without background noise through the personally adjusted hearing aid. • Transmit sound to hearing aids or cochlear implants by means of cabling running around a room • No need to use a receiver/headset • Any number of users can use the system • Must conform to Standard IEC 60118-4:2006 • Magnetic field strength at the listening height must be 400 mA/m (RMS) +/-3 dB • Variation of field strength across the listening plane must not change by more than +/-3 dB • Frequency response of the system must be within +/-3 dB of the level at 1 kHz from 100 Hz to 5 kHz • Background magnetic noise should be no worse than -47 dB(A) (-32 dB(A) is acceptable) • Affix sign depicting the presence of the induction loop	R
3. Personal Sound Amplification Device	• Assistive listening device that amplifies the sound near the individual while reducing ambient noise. • Small and mobile • Built-in speaker • Microphone • Noise reduction	R
4. Conversation Software for Communication with Video, Text and Voice	• Software that enables deaf, hard-of-hearing and deafblind individuals to communicate directly or via an interpreter to hearing people. • Allow deaf people to sign and visualise sign language	R



Product	General Specifications	Price
	• Use real time text (RTT) to communicate • Compatible with screen reading software and can be connected to a braille display • Receive text back in braille or plain text • Available for Windows, Mac OS, iOS, Android	
5. Remote Interpreting	• Video service which provides sign language or spoken language interpretation. • Computer device with good quality audio and video transmission • Remote site with a skilled interpreter	R
6. Live Captioning	• Service which provides accurate and real-time speech-to-text from spoken content. • Computer device with audio transmission and text reception and display • High-quality microphone • Remote site where a skilled captioner transcribes via stenograph or speech-to-text software • Optionally, with a good quality video feed, the service can offer sign language interpretation	R
7. Video Closed Captioning	• Captions creation service to enhance existing video materials with displayed text. • Transcription of the audio portion of a video • Provide additional, interpretive or environmental information • Captions can be enabled/disabled by the viewer	R
Devices for Learners with Visual Impairment		
8. Desktop Electronic Magnifier	• Device that uses a camera and a wide display screen to perform digital magnification and contrast of printed materials, suitable for long periods of reading. • Typically 20" or larger screen • High definition autofocus camera • At least 30x magnification • Display real-time view of document • Adjustable magnification level • Colour contrast options	R



Product	General Specifications	Price
	• Built-in XY table available on certain models • Ability to write under the camera • Optional distance viewing • Optional speech feedback	
9. Portable Electronic Magnifier	• Device that usually connects to a monitor or a computer to perform digital magnification and contrast of printed materials, suitable for long periods of reading. • Connect to a monitor via HDMI or to a computer via USB • High definition autofocus camera • At least 30x magnification • Distance viewing, document reading and self-view • Colour contrast options • Ability to write under the camera • Optional XY table available for certain models • Compatible with most popular screen magnification software • Optional speech feedback	R
10. Handheld Electronic Magnifier	• Device with a built-in camera and a small LCD screen to perform digital magnification and contrast of printed materials, suitable for limited periods of reading. • From 3" to 8" screen size • High definition autofocus camera • At least 10x magnification • Accessible settings adjustment • Colour contrast options • Freeze image function • Handle and/or reading stand • Optional HDMI output • Rechargeable battery and charger	R
11. Mouse-type Magnifier	• Electronic device that usually connects to a TV to perform digital magnification and contrast of printed materials. • Connect to a TV via composite port • At least 28x magnification • Colour contrast options • Optional computer compatibility	R
12. Electronic Handheld Monocular	Portable electronic device to view and magnify objects in the near distance as well as close up. At least 16x magnification Colour contrast options	R



Product	General Specifications	Price
	Large field of view Rechargeable battery and charger	
13. Optical Magnifier	Convex lens that is used to produce a magnified image, usually mounted in a frame with a handle. Different fixed magnification levels Multiple models: Handheld or Stand Bar or Dome Distance or Near object glasses	R
14. Screen Magnification Software	Software application which presents computer screen content with magnification, colour contrast and pointer and cursor enhancements. Magnification up to 60x Different magnification views Multiple colour schemes Pointer and cursor enhancements Dual-monitor support Optional touch screen gestures Optional screen reading feature with human-sounding text-to-speech synthesiser Different reading views Create user profiles according to personal requirements Optional portable USB licence key Compatible with Windows 7 and newer	R
15. Large-Print Keyboard	High-contrast large-print keyboard. Full-size keyboard Large-print bold keycaps Different colour schemes Optional feature keys USB connection Compatible with Windows 7 and newer	R
16. Large Display Calculator	Calculator with large display and buttons. Basic arithmetic operations Percentage, square root, raise a number to a given power Memory keys Optional scientific functions Optional speech output Battery-operated	R
17. Screen Reading Software	Software application which converts what is displayed on a computer screen into synthesised speech and braille output (braille display required for braille output). Human-sounding text-to-speech synthesiser	R



Product	General Specifications	Price
	Full access to Windows, MS Office applications and web browsers Braille output support Quick navigation keys to jump through MS Word documents, PDF files and web pages Built-in OCR feature Optional portable USB licence Compatible with Windows 7 and newer	
18. Optical Character Recognition (OCR) Software and Hardware	Scan printed documents or electronic files and convert them into electronic text, for speech or braille output. Automatic capture and read A4 document size minimum Single and multi-page capture Optional visual enhancements of resulting text Convert scanned and PDF files into readable and editable format Optional feature to save as MP3 Available as software or specialised hardware device	R
19. Talking Calculator	Calculator with audio feedback. Basic arithmetic operations Percentage, square root, raise a number to a given power Memory keys Optional scientific functions Speech output, adjustable volume Optional large display and buttons Earphones connection Battery-operated	R
20. Slant board	Writing board with a wedge shaped base. Average dimensions: 30cm X 45cm x 11 cm	R
Devices for learners with Specific Learning Difficulties		
21. Specialised e-Reader	Accessible mobile electronic device that is designed primarily for the purpose of reading digital publications such as e-books and periodicals. Adjustable font size Text-to-speech Adjustable background colour scheme Accessible menus (voice over) Optional adjustable font colour scheme	R
22. Multimedia Player	Portable multimedia player, e-book reader and optional voice recorder. Support variety of audio, text, e-book and DAISY files Built-in text-to-speech Support for bookmarks	R



Product	General Specifications	Price
	High-quality recordings and built-in microphone on devices with recording capabilities Built-in speaker and earphone connection Support for memory card USB connection for PC transfers Optional wireless connectivity Rechargeable battery and charger	
23. DAISY Reading Software	Software for reading documents in DAISY format. Full navigational features through the document Output in synchronised speech and text Compatible with Windows, Mac OS, iOS or Android	R
24. Digital Voice Recorder	Sound recording device most commonly used to record speech for later playback. High-quality recordings and playback Built-in microphone Built-in speaker Minimum 8 hours of recording time USB connection for downloading recordings to PC Battery-operated	R
25. Literacy Software for Reading and Writing Support	• Software that assists learners with reading and writing difficulties. • Visual enhancements • Audio and visual feedback when reading text • Support for reading, writing, study and research • Can be used with any documents and web pages • Read accessible and inaccessible PDF files • Include word prediction and dictionary • Ability to create audio file from text	R
26. Coloured reading strips	• Average dimensions: 3 cm x 18 cm • Highlighting approximately one standard line in a book • Various colours	R
27. Maths Development Software	• Software that supports the learning needs of users struggling with maths. • Activities include lesson plans, computer-based activities, number games, printable worksheets, reward certificates	R



Product	General Specifications	Price
	- Optional assessment tool to identify areas of difficulty and suggest remedial action - Can be run online or offline	
28. Sentence building cards	A set of sentence building cards feature all the word classes	R
29. Text-to-Speech Handheld Scanner	- Portable handheld device that reads English text aloud when scanned over print to promote independent reading. - Hear words and lines of text read aloud - Dictionary feature - Scan directly to a document on a computer - Access previously scanned documents on the device	R
30. Keyboard Skills Software	- Software to develop keyboard skills. - Typing tutor programs to teach the keyboard layout, develop touch typing skills, improve spelling and other keyboard skills - Can be customised to suit the user's needs	R
31. Simulation Software for Maths, Science, Technology, Computing, Automotive Skills	- Simulation software to develop different skills. - Variety of themes including: - Maths: experiment with mathematical models - Science: create and conduct a range of experiments in a virtual science lab - Technology: teach systems and control - Computing: teach computer control and programming - Automotive: teach and learn automotive skills - Lessons with instructions - Create own simulations - Performance reporting tools (where applicable)	R
32. Literacy Development Software	- Literacy development and curriculum delivery software that caters for a variety of barriers to learning. - Write using words, pre-set phrases and/or pictures - Intelligent word predictor and spell checker	R



Product	General Specifications	Price
	• Accessibility features such as text-to-speech output, screen magnification, colour contrast, switch, mouse emulation, eye gaze, etc. • Compatible with Windows or Mac	
33. Mind Mapping Software	• Mind mapping and idea capture software titles. • Assist users to plan, research, outline, study and present information • Capture ideas, photos, notes, web page links, audio and video files • Support for touchscreen or interactive whiteboard	R
34. Magnetic punctuation	• Set includes: • Four Full stops • Four Apostrophes • Four Commas • Two Colons • Two Semi-colons • Three Question marks • Three Exclamation marks • Four Brackets • Four Single inverted commas • Four Double inverted commas • One Ellipsis • One Hyphen • Largest piece measures 11cm	R
35. Reading comprehension cards	• Gr 3 – 7 • Cards to assess reading comprehension ability per grade.	R
36. Word building dominoes	• Colour coded dominoes • 200+Root words, prefixes and suffixes. • Packaged in a handy storage bucket. • Types – Short vowel, Long vowel, Blends and Digraphs and Sentence Building Dominoes.	R
Devices for Neuro-developmental Delays		
37. Wireless Receiver	• USB device to receive wireless signal from a compatible assistive device such as switch, joystick, rollerball, keyboard. • Designed for compatible devices • Operating range up to 10 m • Compatible with Windows and Mac	R
38. Alternative Mouse – Joystick	• Computer mouse alternative in the form of a joystick, for individuals with limited mobility to navigate a computer.	R



Product	General Specifications	Price
	• Provide mouse movement by moving the joystick in the desired direction • Some have interchangeable tops, such as stick, T-bar or soft ball handle • Standard joystick: provides left click, right click, drag lock button, cursor speed control and switch sockets • Advanced joystick: also has double click, latching drag lock, anti-tremor button and X-Y axis lock (up/down or left/right movement only) • Special joystick: handheld and can be operated with one finger or thumb • USB or wireless connection (requires wireless receiver)	
39. Alternative Mouse – Rollerball	• Computer mouse alternative in the form of a rollerball, for individuals with limited mobility to navigate a computer. • Provide mouse movement by moving the rollerball in the desired direction • Standard rollerball: provides left click, right click, drag lock button, cursor speed control and switch sockets • Advanced rollerball: also has double click, latching drag lock, anti-tremor button and X-Y axis lock (up/down or left/right movement only) • Special rollerball: handheld and can be operated with one finger or thumb • USB or wireless connection (requires wireless receiver)	R
40. Alternative Large-Key Keyboard	• Keyboard with large keys for easier identification and selection of the keys. • Enlarged keys and enlarged font • Variations include: - High-contrast keys (white on black, black on white, black on yellow) - Multi-coloured keys with visual separation of vowels, consonants, numbers and punctuation - Uppercase or lowercase keycaps - QWERTY or ABC layout • USB or wireless connection • Optional key guard available	R



Product	General Specifications	Price
41. Alternative Keyboard Key guard	• Frame fitted over the top of an alternative keyboard to provide physical separation between each key. • For user who has difficulty pressing only one key at a time • The user can rest his hand on the keyguard and poke a finger through to activate a single key	R
42. Colour-coded Mouse	• Mouse alternative with colour-coded buttons • Small, fits easily into a child's hand • Coloured left and right buttons to distinguish between left click and right click • Scroll wheel • USB connection	R
43. Literacy, Numeracy, Science, Creativity Curriculum Activities Software	• Software to develop literacy, numeracy, science or creativity skills. • Multiple software titles with fun and engaging activities • Speech support and clear visuals • Feedback provided in the form of animation and music when questions are answered correctly • Switch accessible (where applicable) • Performance reporting tools (where applicable)	R
44. Sensory Development Resources	• A selection of developmental resources to stimulate vision, touch, auditory skills, sense of smell. • Vision: examples include glowing and light-up products • Touch: examples include objects with a variety of textures • Auditory: examples include bells, musical instruments, etc. • Olfactory (smell): examples include essential oils and objects which have an aroma	R
45. Document Camera with video function	• Record videos or capture images straight to your PC or Mac • 8 megapixel camera • 3x magnification with 8 million uncompressed pixels • 10x magnification mechanically • 8x magnification digitally with interpolation	R
46. Timer/Stopwatch	• Device to measure the amount of time available or elapsed. • For time management or scheduling	R



Product	General Specifications	Price
	- Measured in hours, minutes or seconds - Alarm function	
47. Paws Explore Series (Software)	Paws Explore range of titles: Symmetry, Numbers, Multiplication, Fractions, Electrical and light.	R
48. Educational play kit	- Gr R - A collection of items for activities that includes but are not limited to threading, beading, matching, sequencing, patterns, fine motor skills	R
49. Puzzle Kit	- Gr R – 3 - A collection of age-appropriate puzzles of various sizes and themes related to CAPS themes. - Storage container for items	R
50. Language kit	- Gr R – 3 - A collection of language items relevant per grade. This includes, but are not limited to: Phonics cards, alphabet boards, flash cards, wall charts and story books. - Storage container for items	R
51. Life skills kit	- Gr R – 3 - A collection of items relevant per grade. This includes but are not limited to bean bags, cones, various balls, hula hoops, wall charts and flash cards according to themes. - Storage container for items	R
52. Mathematics kit	- Gr R – 3 - A collection of mathematics items relevant per grade. This includes, but are not limited to: Abacus, counters, wall charts, number lines, sorting trays - Storage container for items	R
53. Adapted scissors	Long loop (blunt nose)	R
54. Adapted scissors	Training scissors with rounded tips and double loops	R
55. Adapted scissors	Scissors adapted to self- open	R
56. Left hand scissors	Blunt nose scissors for left-handed learners	R
57. Medicine balls	- A weighted ball often used for rehabilitation and strength training. 1 kg, 2kg and 3kg	R



Product	General Specifications	Price
58. Hoops	• Hoops are ideal for children as an exercise aid/games. • 45cm, 55cm and 65cm and 58cm • Yellow, Green, Blue and Red	R
59. Bean bags	• Types - Standard nylon, Sensory and heavy weighted bean bags. • Various colours • Various shapes	R
60. Play Dough	• Various colours • 1kg	R
61. Putty Set	• Set with various colours and resistance	R
62. Mini hurdles	• 6 inch hurdles • Set of 6	R
63. Cones	• Three-dimensional geometric shape with a flat base and a point or apex. • Various colours	R
64. CD player	• Play MP3/WMA-CD, CD and CD-RW • MP3 Link for portable music playback • FM/MW tuner for radio enjoyment • CD Shuffle/Repeat for personalized music enjoyment • 20-track CD programmable	R
65. Earphones	• For CD Players • Small • On/Over ear • Circumaural headphones	R
66. Earphones	• For Computer/Laptop • Headset with Mic • On/Over ear • Small • Circumaural headphones	R
67. 5-Way Headphone splitter	• With cable • 1 input with 5 Output BP1H1X5	R
68. Gym Balls	• An exercise ball, also known as a Swiss Ball, is a ball constructed of soft <u>elastic</u> with a <u>diameter</u> of approximately 35 to 85 cm and filled with air. • Various colours • Sizes – 45cm, 65cm, 75cm and 85cm	R
69. Adapted writing utensils	• Jumbo triangular pencils • Pencil grips: triangular • Pencil grips: foam • Pencil grips: stubby • Pencil grips: cross over • Pencil grips: claw	R



Product	General Specifications	Price
	• Tri-write crayons (triangular) • Tri-write pencils (triangular)	
70. Writing board: Cursive small letters	• abc lower case with lines 245mm x 182mm	R
71. Writing board: Cursive capital letters	• abc combo capital & lower case with lines 348mm x 215	R
72. Writing board: Print capital letters	• abc combo capital & lower case with lines 360mm x 252	R
73. Writing board: Print small letters	• abc lower case 210mm x 240mm • abc lower case with lines 210mm x 240mm	R
74. Foundation Phase on Audio (English)	• 2 audio CD's • 40 Themes • English	R
75. Little Library Literacy Big Book Pack	• Setswana - ISBN: 9780521182171 • Isixhosa- ISBN: 9780521128254	R
76. Handbook of Learning Disabilities	• ISBN:1462518680	R
77. Children with Special Needs: IDEA	• 11 books series	R
78. Language PVC alphabet hopscotch mat	• PVC mat with alphabets • Dimensions - 1.9m x 435mm	R
79. Classroom object cards	• A set of medium flashcards for learners to study and learn classroom objects vocabulary.	R
80. Flash cards	• Doing words • Opposite	R
81. Magnetic story board with magnetic words, letters and numbers	• Magnetic board • 190 magnets • Activity guide • Handy storage pouch • Types – Numbers, Letters and words	R
82. Magnetic demo clock	• 41 cm large clock • Synchronized hands • 4 strong magnets at the back of the clock	R
83. Gross motor movement kit	• The kit includes: Light Rackets x2, Tennis balls x3, Frisbee x1 Balancing	R



Product	General Specifications	Price
	Stilts x4sets, Beacons x8, Bean bags x4, Action flash cards x1set, Skipping ropes x4, Hopping bag x4, Movement activity book x1, Set and catch x1, Pushing Wheels x4, Soccer ball x6, Arm and leg swing x4, Hoola hoops x4, Plastic cricket bats x8, Obstacle course with 4 hoola hoops x1, Storage Bagx1	
84. Giant beads & skewer set	• 250 giant beads • 6 different shapes • 5 colours • 8 laces • Giant Beads: In plastic storage tub with lid • Dimensions: up to 2,4 cm • Threading Skewer - Set of 25 pieces - Length: 30 cm, 6 mm	R
85. Square mosaic	• 350 squares in 12 colours • Squares measures 2.3 cm height by 2.3 cm width. • Set contain 350 plastic squares and 1 plastic patch panel	R
86. Number peg boards	• 10 boards with numbers 1-10. • Dimensions of one board: 7 x 12 x 1.3 cm	R
87. Set Pairing screws and work cards	Set includes: • Match and Pair screws • 32 bolts • 32 nuts in 4 strong colours. • 6.5 cm high bolts. • 4 different forms. • 33 plastic cards (32 exercise cards and one colour-code) • printed on both sides. • Dimension: 11 x 8,5 cm	R
88. Exercise Mats	• Non-absorbent material that enables the mat to be wiped clean. • Removable straps that hold the mat rolled up. • Size - 180x60x1.5cm	R
89. Mini trampoline	• Heavy duty zinc plated springs • Rust resistant, powder-coated frame • Safety padding around the frame and springs • Easy to assemble • Size: 91cm • Weight: 6.30kg	R
90. Foam balls for any activity	• Soft with a very strong skin to ensure long term use. • Various colours	R



Product	General Specifications	Price
	Sizes: 9cm, 16cm, 18cm and 21cm	
91. Walking board and connectors	- Includes connectors - Maximum capacity: 80 kg 81 x 15 x 3 cm	R
92. Set of 3 pairs stilts	- Colourful Canned Stilts - Durable plastic - Sizes 12 cm and 9.5 cm - Tear-proof holding rope - Load capacity 50 kg	R
93. Sound Lotto	- Enhances listening skills - Familiar everyday sounds. 6 Boards, 40 tokens and an Audio CD. - Eg of themes: Every day and City	R
94. Soft play equipment: Wedge - Small	- PVC and thick foam product - Average size 45 x45 x 20 cm	R
95. Soft play equipment: Wedge - Large	- PVC and thick foam product - Average size: 90 x 45 x 45cm	R
96. Soft play equipment: Cubes- Small	- PVC and thick foam product - Average size: 30 x 30 x 30cm	R
97. Soft play equipment: Cubes- Medium	- PVC and thick foam product - Average size 45 x 45x 45cm	R
98. Soft play equipment: Cubes- Low	- PVC and thick foam product - Average size: 45 x 45 x 15cm	R
99. Soft play equipment: Mats Square	- PVC and thick foam product 2,5 cm thick 100 x 100 cm	R
100. Soft play equipment: Mats Large	- PVC and thick foam product 2,5cm thick 200 x 200cm	R
101. Soft play equipment: Cylinder- Long	- PVC and thick foam product - Average size: 90 cm x 30 diam cm	R
102. Soft play equipment: Cylinder- short	- PVC and thick foam product - Average size: 30 cm x 40 diam cm	R
103. Soft play equipment: Half Wheel	- PVC and thick foam product - Average size: 120 x 45 x 60 cm	R
104. Soft play equipment:	- PVC and thick foam product - Average size: 120 x 120 cm	R



Product	General Specifications	Price
Ball pond-square		
105. Soft play equipment: balls for ball pond	• PCS balls • Average size 6,5cm • Set of 800 for ball pond, mixed colours	R
106. Soft play equipment: barrel	• PVC and thick foam product • Tunnel-like cylinder that learners can climb into/through • Average size: 70 x 70 x 70 diam cm	R
Devices for learners with Physical Impairments		
107. Single Handed Keyboard	• Ergonomic keyboard designed for people who need to type with one hand. • Special shape and letter layout • Match natural hand movement • Minimise finger movement • Increase typing speed • Available for right-handed or left-handed typist • USB connection	R
108. Typing Stick	• Device for use by people with limited hand mobility or dexterity who have difficulty using a keyboard. • Examples: hand, wrist or mouth stick • For use with keyboard, calculator, telephone and other devices	R
109. Wheelchair	• Various size wheelchairs from 10" to 18" • with pressure cushions • Adjustable arm rests • Adjustable footplates • Adjustable backrests	R
110. Pelvic straps	• Lap straps attached to a wheelchair to secure hip positioning and prevent forward sliding • Various sizes to fit wheelchairs	R
111. Leg straps	• Straps for wheelchair footrests to secure feet on footrests • Various sizes to fit wheelchairs	R
112. Tray table	• Removable tray tables of various sizes to suit different wheelchair sizes.	R
113. Paediatric pulpit walker	• Small and medium size aluminium adjustable foldable walking frames • With or without wheels	R
114. Adult pulpit walker	• Large aluminium adjustable foldable walking frame with one push button • With or without wheels	R



Product	General Specifications	Price
115. Kaye Postural control walker	Paediatric or adult reverse-style aluminium walker	R
116. Adult crutches	Adjustable aluminium elbow crutches	R
117. Paediatric crutches	Adjustable aluminium elbow crutches suitable for primary school learners	R
118. Rubber ferrules	- Rubber Ferrules for walkers and crutches 22mm, 24mm, 26mm, 28mm	R
Devices for learners with sensory processing difficulties		
119. Weighted Vests	Small, medium and Large weighted jackets/ vests with various weights	R
120. Weighted equipment	- Weighted stuffed toys - Weighted lap pads of various sizes - Weighted shoulder wraps - Different weights ranging from 800g to 2kg.	R
121. Fidgets toys/ Sensory toys	- Items like spinners or infinity cubes for sensory stimulation or calming - Mesh and marble fidget - Stretchy strings - Pop-it - Squishy objects	R
122. Non-electronic magnifiers	- A4 or smaller hands-free magnifiers, enlarging from 2X to 6X - Magnifying rulers	R
123. Hearing protection	- Noise cancelling headphones (25dB and more) - Silicone re-usable earplugs	R
124. Giant Sand timers	Durable, colour coded, variety of time intervals e.g. 1 min, 3 min, 5 min's	R
Devices for learners with Speech Impairments		
125. Portable Voice Amplifier	- Wearable voice amplifier. - Worn by the user to amplify their existing voice - Microphone options include: lapel, headset, transdermal (worn around the throat) - Rechargeable battery and charger	R
126. Picture Symbol Software	- Picture Symbol Software - Electronic picture symbol libraries on a CD, USB stick or online. - Enable the creation of paper-based overlays for speech generating devices as well as communication boards, books and symbol-based materials for learning and classroom management support - Can be printed on paper or used directly on the computer screen	R



Product	General Specifications	Price
	Optional additional symbol libraries available e.g. sign language or social skills	
127. Tablet with Communicator 5 and Qfrequency South African Voices	- Communication device with text-to-voice software in an indigenous South African language, loaded onto a midrange tablet. - Communicator 5 offers efficient communication for individuals with a wide range of speech and language disabilities by converting text and symbols into clear speech and offering access to Windows, e-mail, text messaging, telephone and environmental control via multiple access methods. Communicator 5 is simple to set up and get support - whether used on a Windows or Tobii Dynavox device	R
128. Tablet with Snap & Core First and Qfrequency South African Voices	- Communication device with text-to-voice software in an indigenous South African language, loaded onto a midrange tablet. - Snap & Core First	R
129. Tablet with TD Snap software and Pragmatic Organization Dynamic Display (PODD) Software	- TD Snap comes with several page sets developed by Tobii Dynavox, including Core First, Text, and Scanning, while page sets created by third parties such as PODD and Gateway are available via in-app purchase. - Dynavox device or a mid-range windows tablet	R
Sub Toatal		R
15% VAT		R
GRAND TOTAL		R

4.3.2 Stage 3: PRICE AND SPECIFIC GOALS EVALUATION

The maximum points for this bid are allocated as follows:

***NB: The price should be inclusive of all associated delivery ,installation costs, training and VAT where applicable**

The maximum points for this bid are allocated as follows:

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

NB: Bidders will not be allocated specific goals points if SBD (standard Bid Document) 6.1 is not correctly and fully completed even after being required to do so in an instance where information cannot be verified on the CSD.

- 4.3.2.1 The maximum points for this bid are allocated as follows:
 - 4.3.2.1.1 80/20 preference point system for acquisition of goods or services for Rand value less than R50 million inclusive of all applicable taxes
 - 4.3.2.1.2 The bidder obtaining the highest number of total points (Price and Preference Points) will be awarded the contract.
 - 4.3.2.1.3 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
 - 4.3.2.1.4 Points scored must be rounded off to the nearest 2 decimal places.
 - 4.3.2.1.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of specific goals.
 - 4.3.2.1.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.

NB: THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD THE HIGHEST POINTS SCORING BIDDER, HOW EVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDE) AND REPORTED TO TREASURY IN SUCH AN EVENT.



5 SPECIAL CONDITIONS

- Delivery of orders must be done between Monday and Friday (8H00-12H00)
- Delivery notes must be signed off and stamped by School Principal OR any delegated Official (no deviation to this without prior approval from Inclusive Education head office)
- Strict adherence to submitted delivery schedule
- Strict adherence to order, any deviations must be approved by Deputy Director General: IGM&S
- User training schedule is with a provision of approval by Chief Education Specialist: Inclusive Education (departmental official)

6 Attachments

- Annexure A : Assistive Device Catalogue
- Annexure B : 2024-2026 List of Full Service Schools

Signed by: DN Sefanyetso

Signed on the 2024-09-17

Reason: I approve this document

.....
D.N Sefanyetso
BSC-Chairperson



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

**ANNEXURE E: GOVERNMENT PROCUREMENT: GENERAL
CONDITIONS OF CONTRACT**

July 2010



NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability



29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

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

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

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause

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.

1.4 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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered

to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendment s

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities
or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily
- 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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)