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PROVINCE OF
THE EASTERN CAPE



PROVINCE OF
THE EASTERN CAPE

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-23/24-0002

STANDARD BIDDING DOCUMENT: APPOINTMENT OF SERVICE PROVIDER(s) FOR RENDERING OF THE SECURE TRANSPORTATION OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIALS FROM PROVINCIAL OFFICE OR DESPATCH PREMISES TO AND FROM ALL EDUCATIONAL DISTRICT OFFICES, NODAL POINT AND ALL MARKING CENTRES.

Issued by:

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

Prepared by:

N. Mahlaza
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: 16TH JANUARY 2024

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-23/24-0002	CLOSING DATE:	16 JANUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR RENDERING OF THE SECURE TRANSPORTATION OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIALS FROM PROVINCIAL OFFICE OR DESPATCH PREMISES TO AND FROM ALL EDUCATIONAL DISTRICT OFFICES, NODAL POINT AND ALL MARKING CENTRES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR. S MOSELE	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 7069	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamife.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	sive.mosele@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder:.....	Bid number: SCMU6-23/24-0002
Closing Time 11:00	Closing date: 16TH JANUARY 2024

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

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

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

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

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

*Delete if not applicable

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SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

Name of bidder:.....	Bid number: SCMU6-23/24-0002
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- At:
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- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date

.....
Position	Name of bidder



ECBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- 1.2
- a) The value of this bid is estimated to **exceed R50 000 000** (all applicable taxes included) and therefore the **90/10 Preference Point System shall be applicable.**

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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.

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

Js General Conditions of Contract (revised July 2010)



EXAMINATIONS & ASSESSMENT Steve Vukile Tshwete Complex, Zone 6. Zwelitsha 5608

REPUBLIC OF SOUTH AFRICA, website: www.ecdoe.gov.za Enquiries: S. Mosele 040 602 7069 • Date: 22

August 2023 Website: www.ecprov.gov.za • E-mail: sive.mosele@ecdoe.gov.za

DOCUMENT NUMBER:	SCMU... 6-23/24 0002	
PUBLISH DATE:		
VALIDITY PERIOD	120 Days	
CLOSING DATE AND TIME	16 January 2024.	
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER(S) FOR THE RENDERING OF THE SECURE TRANSPORTATION OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIALS FROM PROVINCIAL OFFICE OR DESPATCH PREMISES TO AND FROM ALL EDUCATIONAL DISTRICT OFFICES, NODAL POINTS AND ALL MARKING CENTRES	
PERIOD:	THIRTY-SIX (36) MONTHS	
BRIEFING SESSION:	MANDATORY BRIEFING SESSION WILL BE HELD ON THE..... 2023 AT ECDOE HEAD OFFICE, STEVE TSHWETE BUILDING AT ZWELITSHA, ZONE 6.	
RESPONSES TO THIS MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT THE RECEPTION AREA OF THE EASTERN CAPE DEPARTMENT OF EDUCATION HEAD OFFICE, BASED IN STEVE TSHWETE COMPLEX, ZONE 6, ZWELITSHA, 5608	
ENQUIRIES:	Regarding SCM Processes: Mr P. Nxozana 040 608 4331/4110. pakamile.nxozana@ecdoe.gov.za	Regarding Technical Specification: Mr S. Mosele 040 - sive.mosele@ecdoe.gov.za
ATTENTION TO BIDDERS:	BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS AND DELIVERED IN THE TENDER BOX WHICH IS ALLOCTED AT THE FOYER IN THE MAIN BUILDING OF THE ECDOE HEAD OFFICE IN ZWELITSHA. IF BID IS LATE IT WILL NOT BE ACCEPTED FOR CONSIDERATION. THE EASTERN CAPE DEPARTMENT OF EDUCATION'S TENDER BOX IS ACCESSIBLE MONDAY TO FRIDAY, FROM 08:00 TO 16:00. BIDDERS MUST ADVISE THEIR COURIERS OF THE INSTRUCTION ABOVE TO AVOID MISPLACEMENT OR LOSS OF BID RESPONSE. IT IS THE ONUS OF THE BIDDER TO ENSURE THAT THE BID DOCUMENTS ARE DELIVERED ON TIME REGARDLESS OF THE MODE OF DELIVERY. NO BIDS VIA EMAIL WILL BE CONSIDERED.	

1. BACKGROUND / INTRODUCTION

The validity and credibility of all Internal and External Examinations depends on the effective and efficient security control measures, in respect of the storage and transportation of Examination and Assessment related materials.

Both the National Department of Basic Education (DBE) and Umalusi, the Quality Assurer for Assessment and Examinations, requires that strict adherence to maximum security measures for the Examination and Assessment materials in transit should always prevail.

The transportation and dispatch of the above-mentioned material used to be done by District Officials using government vehicles. District officials were required to collect question papers from the printing company premises and deliver it to all schools within that district. The same officials were required to collect all written scripts after each examination and deliver them to the provincial depot where they are temporarily stored before they are dispatched to marking venues. This movement of such highly sensitive material poses a huge security risk for government officials who have not undergone any security training. Furthermore, the material in transit is also under a huge security risk. For the past 20 years the department has utilized the services of a private transportation company who utilized specially designed trailers to transport the said material.

In accordance with the **National Policy on the Conduct, Administration, and Management of the Assessment of the National Senior Certificate and Senior Certificate Examination notice number 1081 in government gazette no 26789 of 17 September 2004** and Umalusi directives, the Eastern Cape Department of Education seeks to procure the services of a suitable transportation company for a period of three (3) years to transport high security assessment and examination material.

2. PROBLEM STATEMENT / PROJECT DEFINITION

The current contract expires in April 2024. The aim is to enter into a new contract to procure the services of a suitable transportation company for a period of three years for the transportation of highly secure examination material.

3. OVERALL GOALS / OBJECTIVES

The overall goal is a continued and improved implementation of security around the transportation of examination question papers and answer scripts to ensure that the Eastern Cape Department of Education (ECDoE) complies with all the requirements of both DBE and Umalusi, such compliance must be documented and demonstratable.

4. SCOPE OF WORK / TERMS OF REFERENCE

The following *modus operandi* will apply for the collection and delivery of Examination and Assessment materials, irrespective of the route to be followed (**Please refer to Bid specifications for the secure transportation of examination material for the Eastern Cape Province**
pg. 2

Annexure A): The issue of the security is applicable to the transportation of Examination and Assessment materials between the despatch premises, district offices, nodal points, the Provincial Examination and Assessment depot and marking centres and back. For the bidder to be able to execute the duties as specified herein the bidder must have all the requirements as outlined in 4.2, 4.3 and 4.4.

The scope is set below: -

4.1. TRANSPORTATION OF EXAMINATION MATERIAL BEFORE / DURING AND AFTER THE EXAMINATION

The secure transportation of the Examination and Assessment materials takes place before, during and after examinations as per **annexure A** and as outlined below:

- 4.1.1. To transport Examination and Assessment materials from the despatch premises to the designated district offices, nodal points and the provincial Examination and Assessment depot; marking centres and back to provincial Examination and Assessment depot in Zwelitsha.
- 4.1.2. To transport written scripts from all the districts storage points, nodal points to provincial Examination and Assessment depot for control and from there to various marking centres. Marked scripts are then transported from the various marking centres back to the provincial Examination and Assessment depot for storage.
- 4.1.3. The successful bidder will move from the bidder's base station to the despatch premises within the Buffalo City Municipality to collect Examination and Assessment materials.
- 4.1.4. After collection, the Examination and Assessment materials are delivered to the various designated delivery points for that specific route. The vehicle/truck and security escort vehicles then return to its base station to await the next scheduled delivery date.
- 4.1.5. The bidder will be requested to make one or more deliveries per week per district and nodal point depending on the security climate at the time and the storage capacity of the delivery points.
- 4.1.6. On the next scheduled delivery date, written scripts are collected from the various designated delivery points for that route and then delivered to the Provincial Examination and Assessment depot in Zwelitsha.
- 4.1.7. After off-loading the written scripts, the vehicles travel to the despatch premises to collect the next consignment of Examination and Assessment materials for delivery to the various designated delivery points of the specific route.

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- 4.1.8. On the final delivery date of a specific examination period and after delivery of scripts to the Provincial Examination and Assessment depot, the vehicles return to its(their) base station without any load to await the next, if any, delivery period.
 - 4.1.9. The successful bidder will travel from the bidder's base station to the Provincial Examination and Assessment depot in Zwelitsha to collect written scripts.
 - 4.1.10. After collection, the written scripts are delivered to the various Marking Centre(s) which are in districts across the province. The vehicle(s) then returns to its(their) base station to wait for the completion of the Marking Period.
 - 4.1.11. After the Marking Period, marked scripts are then collected from the various Marking Centre(s) and then delivered to the Provincial Examination and Assessment depot in Zwelitsha.
 - 4.1.12. Marking centres are in one or more of the education districts and their location may change from year to year.
 - 4.1.13. On completion of the services outlined above a part of the contract will be considered complete.
 - 4.1.14. The bidder must follow the approved routes and in the event of unforeseen circumstances that are not limited to natural disasters, acts of God, unrest and riots such that the routes will have to be amended, this must be done in consultation with the Department and the price structure will be adjusted accordingly.

4.2. VEHICLES /TRUCKS TO BE UTILISED

- 4.2.1. For the bidder to render the services efficiently and effectively the following must be in place:
 - 4.2.1.1. Enclosed and secure vehicles/trucks with double-sided locking facilities are mandatory. These trucks should vary between 8 to **20 tons**.
 - 4.2.1.2. All vehicles/trucks must have valid road worthy certificates.
 - 4.2.1.3. All vehicles/trucks must be fitted with an updated tracking system, via Global Positioning System (GPS) that can be monitored by the Service Provider via office computers or smart phones in real time, the printout of the tracking system must be provided to the

department on request.

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- 4.2.1.4. The trailers should be divided into lockable compartments to accommodate different consignments for different districts and ensure that they are kept separate during delivery to avoid mixing up.
- 4.2.1.5. Trucks must be designed in such a way that loading personnel does not have access to the material whilst on transit, or they do not get access to the section of the truck where the material is packed and loaded. Trailers with sleeper cabs are highly recommended.
- 4.2.1.6. The bidder must where applicable utilise mechanical horses and pantehnicon trailers. (in the event of a breakdown, the horse can be swapped without interference with the loaded trailer) which will enable examination material not to be off-loaded and reloaded onto another vehicle on the roadside, as this will jeopardise the security of the Examination and Assessment materials. In the event of a breakdown on a rigid truck the truck must be towed with its contents to a venue convenient to the department at the expense of the service provider and that must be done within a period of an hour subject to discussions with the department. Exam material carried by the truck must be safe-guarded at all costs to prevent leakages and damage to property.
- 4.2.1.7. The bidder may be required to utilise more than one vehicle/truck per route to meet stringent deadlines, as the national examination timetable cannot be altered, furthermore the volume of the Examination and Assessment materials can increase drastically resulting in an additional vehicle to be utilised. Use of an additional truck will only take place upon prior approval by the department.
- 4.2.1.8. The bidder must have a central control and monitoring centre where the trucks *routes* are tracked and there is a effective communication system with drivers, escort vehicles and any other security personnel.
- 4.2.1.9. The short-listed bidder's vehicles will be inspected to ensure that they meet all the requirements stipulated in clauses 4.2.1.4 and 4.2.1.5 above. In the event where the Trucks are not fitted with the stipulated requirements, the bidder shall be given a maximum of one month to fully comply with the requirements.
- 4.2.1.10 A demonstration of the tracking system must be conducted during the inspection in loco.

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- 4.2.1.11 The bidder may have to utilise vehicles with a load mass of between 8 and 20 tons to execute the deliveries efficiently and effectively.
 - 4.2.1.12 Bidders are only allowed to use vehicles with a maximum engine capacity of 2.0L (litre) as escort vehicles, anything above that capacity will not be paid by the department.
 - 4.2.1.13 Back up vehicles in case of a breakdown; The bidder must have back up vehicles in case of an accident, breakdown or any other unforeseen occurrence that may occur whilst the material is in transit. Bidder to provide a list of all its vehicles to prove that it can meet the said requirements.

4.3 LOADING PERSONNEL PER TRUCK / VEHICLE

The following are categories of personnel to be assigned to each truck/vehicle for the bidder to execute the duties effectively:

- 4.3.1 A maximum of four (4) labourers per truck is required.
- 4.3.2 The labourers should be very trustworthy for them to be assigned to handle such highly sensitive material.
- 4.3.3 Confidentiality and declaration forms provided by the department which are compulsory to all those working in the examination environment must be signed by all the employees of the bidder to be involved in this contract.
- 4.3.4 Qualified drivers in possession of the relevant driving licence(s) and any other relevant documents as may be required by the Department of Transport or the Transportation Board.

The bidder must provide proof of security police clearance of all the staff to be used in this contract prior to the commencement of the contract.

4.4 SECURITY AND ESCORTING PERSONNEL

The bidder must have the following in place to execute the duties effectively: -

- 4.4.1 Four (4) armed security personnel with a minimum qualification of Grade C and a valid firearm licence are mandatory per vehicle/truck, 2-armed security guards must be inside the delivery vehicle and two (2) armed security guards must be in the escorting vehicle.
- 4.4.2 Cell phones with airtime must be provided to both the truck driver and escort vehicle driver to communicate regularly with the bidder's control room. The cell phone numbers must be made available to the Chief Directorate

- 4.4.3 Examinations and Assessment of the Project Leader. This should be done by an accredited company that has experience with escorting or similar type of work.
- 4.4.4 24 Hour armed security must be provided to all vehicles and premises when vehicles are loaded with examination material in the event where the truck will be loaded overnight and will only leave in the morning.
- 4.4.5 CCTV monitoring of premises and vehicles with back up facilities must be provided at all times.
- 4.4.6 Remote system to monitor vehicles must be provided with a dial up system.
- 4.4.7 Guard tracker system must be fitted to all vehicles to ensure that the cargo is monitored 24 hours.
- 4.4.8 CCTV to be fitted to all vehicles (including escort vehicles) and must be monitored in real time at a central point.
- 4.4.9 The CCTV must monitor the loading, offloading, the crew, and the movement of the vehicle i.e. the road condition.
- 4.4.10 Security seals must be inserted in each door or lock and this must not be tampered with. The successful bidder must ensure that there is a seal on every lock before proceeding from point to point. The security seals will be provided by the successful bidder but will be approved by the department.
- 4.4.11 Only authorised officials must receive the printed material and remove or put on new seals. The list of authorised officials will be provided by the Department.

4.5 TRANSGRESSIONS ON SECURITY STANDARDS

Transgression of any of the security standards set out in this specification will lead to immediate termination of the contract.

4.6 ADDITIONAL REQUIREMENTS

- 4.6.1 The Successful bidder must have dedicated vehicles and personnel for each route that it is bidding for.
- 4.6.2 The successful bidder will be responsible for the security and insurance of the transported examination material whilst in transit between the collection and delivery points.
- 4.6.3 The successful bidder must show that the transportation of the assessment and examinations materials are "pilfer proof" while in their

possession, if there is any leakage of examination material that can be attributed to negligence by the bidder.

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- 4.6.4 All the reprinting costs for a substitute paper for all 9 provinces will be borne by the bidder.
- 4.6.5 The bidder must demonstrate by means of a written plan what method/s will be used to deliver the different consignment to ensure that no two consignments can be mixed up, and that each consignment is sealed at the point of despatch and only unsealed at its destination.
- 4.6.6 Bidder will have to produce the proof of insurance taken in relation to the transportation and security of the material whilst in transit, this will be required before the awarding of the contract.
- 4.6.7 The successful bidder must furnish the department with financial security for the ratings stipulated by the department. The security can be in a form of bank rating proof from a credited financial institution.
- 4.6.8 Any costs incurred, including, but not limited to, those for the printing and re-transportation of examination material caused by the delays or any other problems resulting from inability to adhere to the specifications, will be on the account of the contracted bidder.
- 4.6.9 There will be a compulsory briefing meeting on a date determined by the department.

5 CONDITIONS OF CONTRACT

- 5.1. The personnel of the bidder must be able to effectively communicate with departmental officials both at head office and at the district they must also be able to do the same with the printing service provider.
- 5.2. The Assessment and Examinations Chief Directorate is working with very highly sensitive material, the successful bidder will be required to sign an undertaking of confidentiality in protecting the interests of the department.
- 5.3. No information concerning departmental activities, including but not limited to the schedule of deliveries, must be divulged to the public and/or print or digital media by the successful bidder or its employees. Failure to comply with this requirement will be regarded as breach of contract.
- 5.4. In addition to the requirements and specifications highlighted in this document, the successful bidder must comply with any security and control measures as applicable at the Assessment and Examination's depot in Zwelitsha, district offices and the despatch service provider.
- 5.5. Prior awarding of the contract, the successful bidder company including its employees will be subjected to security screening by the State Security Agency (SSA).
- 5.6. A bidder's base station (from where the operations are run) must be located within the Buffalo City Metro Municipality demarcations.

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- 5.7. There must be an effective communication network between the transportation company, its employees on the road to monitor the security aspects of the consignments, also there must be communication between the transporter and the districts to inform them about the expected times of deliveries.
 - 5.8. The bidder may bid for all the routes subject to the following requirements: -
 - 5.8.1 The bidder must have sufficient trucks and meet all the requirements outlined in this specification.
 - 5.8.2 The bidder has the required personnel per route as outlined in Annexure A.
 - 5.8.3 The bidder must show that the transportation of the Examination and Assessment materials are pilfered proof while in their possession;
 - 5.9 In addition to the latter, the successful bidder must be able to supply proof of a successful track record in the field of transportation and/or security. This includes but is not limited to, the ability to provide backup/additional equipment and/or personnel on demand.
 - 5.10 The bidder must be registered on the Central Supplier Database and Logis to confirm validity of its tax compliance amongst other validations.

6 EXPECTED DELIVERABLES / OUT PUTS / OUTCOMES

The successful bidder will be expected to deliver on the following: -

- 6.1 Collect Examination and Assessment materials from the designated collection points on the dates set out herein or on amended dates to be communicated. Collection includes loading.
- 6.2 The consignment should be set out in an organised manner to facilitate the checking process by the district officials; the correctness of the consignment is of paramount importance in the security and confidentiality of the examinations.
- 6.3 Transportation and offloading of the said material to the appropriate delivery points.
- 6.4 Arrange and maintain a high level of security for the said material while in transit and while being loaded or off-loaded from the transportation vehicles.
- 6.5 Deliver the material to the relevant delivery points with this material in its original state and original packaging.
- 6.6 Attend weekly contract management meetings with Examination and Assessment directorate.

6.7 Provide the necessary equipment, vehicles and personnel as stated in 4.2 above.

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7 COMPETENCIES AND EXPERTISE REQUIRED

To ensure that secure transportation of Examination and Assessment materials, the successful Bidder/s must have the following competencies and expertise

- 7.1 The bidder must own or lease the trucks prior appointment for the duration of the contract. If the lease agreement will expire before the end of the duration of the contract, the bidder must inform the department at least two months prior to such expiration. The bidder must be able to prove that a replacement vehicle(s) will be obtained in sufficient time and that the operations in this contract will not be affected.
- 7.2 All bidders are required to provide the details of at least three organisations/clients which are currently utilising or have in the past utilised transportation services of the bidder. For this purpose, the following information should be provided as per **(Annexure B)**.
- 7.3 The bidder should provide the exact details and specifications of vehicles to be used i.e. Load capacity, engine capacity, make and model, proof of valid operating licence and Proof of vehicle road worthy certificate as per **(Annexure B)**.
- 7.4 If the bidder does not have its own registered security personnel as contemplated in clause 4.4, the bidder must then provide proof of a valid contract with an PSIRA accredited security services company for the duration of the contract.
- 7.5 Bidders must provide a proof of financial viability from a banking institution confirming and indicating availability of this funds specifically for this project.

8 MANAGEMENT REPORTING REQUIREMENTS

- 8.1 On delivery of each consignment, a full report on the delivery, including what was contained in the load, quantities, collection, delivery dates, times and any other matter the company feels should be brought to the attention of the Department, must be submitted to the Department within two days of completing the delivery. The signatures of relevant dispatching and receiving personnel should be appended in the report.
- 8.2 The report referred to above must be supported with original signed off documentation.

9 CONTRACT PERIOD AND TIME FRAME

The duration of the Contract period will be three (3) years for the collection and delivery of Examination and Assessment materials with an option to extend for another two years at the department's discretion. Strict adherence to timeframes and specific dates is mandatory. The Department reserves the right to effect changes to dates and such changes will be communicated to the bidder within a reasonable timeframe.

10 INFORMATION FOR POTENTIAL BIDDERS

All Bidders may before submitting their bids inspect and examine all the delivery points and its surroundings and shall furthermore obtain all necessary information regarding the different routes, risks, contingencies and any other factors which may influence or affect the bidder to provide the services as detailed in this document at their own costs.

11 EVALUATION PROCESS

EVALUATION STAGE 1- QUALIFICATION CRITERIA

For any bid to be considered it should meet all the following requirements: -

11.1 Bidders must fully complete **Annexure A, B & C.**

11.2 Bidders must own the vehicles with all the requirements outlined in paragraph Or have a valid lease agreement for the duration of the contract.

11.3 The bidder must provide proof of a valid agreement with accredited security services company, if the bidder does not have its own security personnel, and if so the bidder must also provide proof of qualifications of their security staff as specified in 4.4

11.4 The bidder must provide all the insurance proofs outlined in 5.1.

11.5 Bids that are incomplete will not be considered.

11.6 Bidder's must submit proof of financial capacity from a credited financial institution

11.7 Bidder's must submit proof of valid driver's license for their drivers with a minimum driver's license code EC (code 14)

11.8 Bidder's must submit proof of valid firearm licenses for the security personnel

11.9 Bidders must complete all the attached standard bidding documents (SBD1, SBD2, SBD3, SBD4, SBD6.1).

11.10 Bidders must submit a company profile and a project plan on how this contract will be expedited using the examination schedule provided in page 20 (1.3) to

illustrate.

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11.11 Bidders must submit proof of a valid existing office address (Place where bidders offices are situated or a proof of lease agreement where the offices or base station will be situated in the Eastern Cape Province). The department reserves the right to conduct an in-loco inspection.

EVALUATION STAGE 2- QUALIFICATION CRITERIA

1) Work Experience in similar environment

- a) A bidder must submit proof of experience ranging between 1 and 10 years or more.

2) Types of vehicles.

A bidder must provide proof of the following requirements: -

- a. Vehicles provided must range from 8-20 ton enclosed with double sided locking facility.
- b. Trucks must be fitted with tracking system via GPS and monitored by office computes.
- c. Trucks must have mechanical horses and pantehnicon trailers.
- d. Trucks should be roadworthy, fitted with real time CCTV guard tracking system.
- e. Bidders must submit proof of ownership/lease agreement.

3) Back up Vehicles

The bidder must provide proof of a minimum of 3 back up vehicles (1x 20ton, 1x14 ton and 1x 8ton) in the event of a mechanical breakdown, accident, or any other unforeseen circumstances.

4) Personnel (take out)

A bidder must provide proof of the following: -

- a. A qualified driver with a valid code EC drivers' licence and 4 labourers per truck.
- b. Two armed guards with a minimum of Grade C per truck and;
- c. Two armed guards with a minimum of Grade C in the escorting vehicle.

5) IN LOCO INSPECTION

There will be a compulsory inspection in loco to physically verify the required trucks/vehicles, equipment, base stations etc.

6) FUNCTIONALITY

A response for each element is required. The functionality scoring has a total of 100 points, bidders who score below 80 points will not proceed to the next evaluation

phase of price and specific goals.

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NO	ELEMENT	WEIGHT														
1	<p>Work Experience in similar work</p> <p>A service provider can claim a maximum of 15 points in this section. The points will be allocated as follows: If the service provider has 10 years or more proven experience = 15, 7-8 years' experience or more = 8, 5-6 years' experience or more = 4, 3-4 years' experience or more = 2- and 1-2-year experience = 1. Less and 1 year = 0</p> <p>Reference letters indicating the performance of the service provider, value of work, duration of the contract and must have a letter head of the institution which appointed the service provider, with contactable reference. The letter must not be one month from the date of submission of this bid. The department reserves the right to verify this information, and should it be discovered that the service provider has misrepresented, the company or has submitted incorrect information, it will be automatically disqualified from participating in this bid.</p> <table border="1" data-bbox="288 1149 1038 1449"><thead><tr><th>Years</th><th>Points</th></tr></thead><tbody><tr><td>9-10</td><td>15</td></tr><tr><td>7-8</td><td>8</td></tr><tr><td>5-6</td><td>4</td></tr><tr><td>3-4</td><td>2</td></tr><tr><td>1-2</td><td>1</td></tr><tr><td>1 year and less</td><td>0</td></tr></tbody></table>	Years	Points	9-10	15	7-8	8	5-6	4	3-4	2	1-2	1	1 year and less	0	30
Years	Points															
9-10	15															
7-8	8															
5-6	4															
3-4	2															
1-2	1															
1 year and less	0															

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4	<p>Proposal consisting of a methodology on how this project will be executed to ensure the safety and security of the Examination and Assessment material for the EC Province.</p> <p>The detailed methodology must include the following elements: operational planning including procedures that must be followed by staff members when transporting the examination and assessment material, special transport requirements, risk assessment and risk mitigation in the event of threats or disruptions. CVs of personnel indicating relevant experience in the similar environment. The points for this requirement will be allocated as follows:</p> <p>Proposal that is comprehensive and include all elements indicated above, demonstrating experience in this field of work.</p> <p>Proposal that is not comprehensive and does not detail any of the above.</p>	20 20 (full points) 0
TOTAL		100

- 12.1 Only bidders that comply with all specifications will be considered.
- 12.2 The department reserves the right to award the tender to one or more service provider(s).
- 12.3 Bidders are advised to register on the CSD database with Provincial Treasury as service providers before tendering their bids and provide proof of registration thereof.
- 12.4 Bidders are required to complete the preference point claim forms, i.e., the ECB Document to claim preference points.
- 12.5 Points scored will be rounded off to two decimals.
- 12.6 The Departmental Bid Adjudication Committee may, before a bid is adjudicated or at any other time, require a bidder to substantiate a claim that was made with regard to preference.
- 12.7 A contract may on reasonable and justifiable grounds be awarded to a bidder that did not score the highest number of points.

In terms of the Revised Preferential Procurement Policy Framework Act (PPPFA) and Regulations and the PPR of 2022, Bids with a threshold value of more than R50 000 000,00 will be evaluated on the 90/10 principle.

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Preferential Goals Historically Disadvantaged Individuals	Percentage Allocated	Allocation of Points 90/10
Women Participation	10	2
Persons with Disabilities	10	2
Promotion of Youth	20	1
Enterprises located in the Eastern Cape Province	50	4
Promotion of Military Veterans	10	1

CLAIMING OF PREFERENCE POINTS

- Preference points allocated to Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- Preference points for Locality may be allocated Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such a person has ownership of 51% or more of the enterprise shareholding.
- Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.
- For promotion of enterprises located within the Eastern Cape Province, points may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within the Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.
- Preference points may be allocated to other RDP goals as follows:
 - Promotion of South African owned enterprises
 - Promotion of export-oriented production to create jobs
 - Creation of new jobs or intensification of labour absorption
 - Promotion of enterprises located in the rural areas
 - Promotion of enterprises located in specific municipal

areas for work to be done or services to be rendered in that municipal area.

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NB: Please provide proof of HDI and Specific Goals as indicated in the Specification to claim points. This will however be verified by the Department, using the following POE amongst others (but not limited to)

NO	Preferential Goals Historically Disadvantaged Individuals	Possible Supporting Documents
1	Women Participation	CSD report and ID copy of owner/s and proof it is owned by women
2	Persons with Disabilities	Confirmation of disability by a registered practitioner
3	Promotion of Youth	CSD report and ID copy of owner/s
4	Enterprises located in the Eastern Cape Province	Proof of residence in the form of municipal bills, title deeds and signed lease agreements
5	Promotion of Military Veterans	Certificate of registration, CSD report and ID copy of owner/s
6	In case of JV and Consortiums	Company composition documents and JV agreement indicating % allocation of work per JV partner

13. BID POLICIES, PROCEDURES, TERMS & CONDITIONS

13.1 The department reserves the right to terminate the contract with immediate effect in the case of any security transgressions and or breaches.

13.2 A contract may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest points;

13.3 Bidders are requested to complete the attached preference point's claim forms, ECBD 6.1,6.3 and 6.9 in order to be considered for the allocation of preference points;

13.4 Only a bidder who has completed and signed the declaration part of the Preference claim form will be considered for preference points;

13.5 The Department may, before a bid is evaluated, adjudicated, or at any time, require a bidder to substantiate claims made in the bidding document;

13.6 Points scored will be rounded off to the nearest 2 decimals;

13.7 A contract may, on reasonable and justifiable grounds be extended for a period not exceeding 24 months after its expiry;

13.8 Please note that in cases where there is a contradiction between this bid specification and any other of the standard bid documents received by prospective bidder(s) the terms and conditions contained in this bid specifications shall prevail.

14. BID PRICING STRUCTURE

14.1 All prices quoted (on Annexure C) should be inclusive of VAT: -

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14.1.1 For each route listed in Annexure A, the associated distance and cost values should be completed.

14.1.2 Prices must be firm for the first twelve (12) months. Price escalation application will only be considered on the contract's first anniversary (13th and 25th month) and only limited to labour and material based on Consumer Price Index, subject to the service provider submitting documentary proof justifying such an increase.

14.1.3 The costs for all requirements (such as equipment, personnel, fuel, security insurance etc.) should be included in the cost per kilometre.

14.1.4 The total cost per route must be calculated as follows (see example below):

$Route\ Cost = Distance \times Cost\ per\ kilometre.$

Example:

Route	Distance (KM)	Cost per KM (determined by type of vehicle)	Total
Route A4			
Delivery	33,150	0.25	R8,287.50
Escort	33,150	0.10	R331.50
Total for route A4			R8619.00
Route A1			
Delivery	52,000	0.25	R13,000.00
Escort	52,000	0.10	R520.00
Total for route A4			R13520.00
Total Costs			R 22 139.00

The rate per kilometre should include the cost for the following:

1. Labour Costs
2. Security costs including firearms.
3. Diesel/Petrol costs
4. Maintenance costs
5. CCTV costs
6. Insurance Costs
7. Licence costs
8. Equipment costs
9. Guard tracking costs
10. Any other operational costs


MR. E. M. MABONA

CHIEF DIRECTOR: EXAMINATIONS AND ASSESSMENT

Bid specifications for the secure transportation of examination material for the Eastern Cape Province

pg. 18

25 August 2023
DATE

1. SCHEDULE OF DESIGNATED ROUTES AND DELIVERY POINTS

1.1 DURING THE EXAMINATION

- 1.1.1 This part of the designated routes and delivery points is for delivery of Question Papers to District Storage Offices, Nodal Points and the collection of Scripts from District Offices and Nodal Points.
- 1.1.2 For Question Papers, collection is done at the Printing Service Provider in East London or at Examinations & Assessment at Zwelitsha and delivery is done at the Delivery Storage Points (District Offices and nodal points) as specified below.
- 1.1.3 For Scripts, collection is done at Delivery Points (District Offices and Nodal Points) as specified below and delivered to the Examination and Assessment Depot in Zwelitsha. **It should be noted that Script collection will not be required for all Examinations (see paragraph 9.1).**

1.1.4 Route A1

	Question Papers	Scripts
Collection Point	Printing and packaging facilities premises (East London & Zwelitsha)	Alfred Nzo West (Mt Frere), Alfred Nzo West Nodal Point (Maluti), Joe Gqabi Nodal Point (Mt Fletcher), Alfred Nzo East (Mbizana), O R Tambo Coastal Nodal Point (Lusikisiki), O R Tambo Inland Nodal Point(Qumbu)
Delivery Points	Alfred Nzo West (Mt Frere), Alfred Nzo West Nodal Point (Maluti), Joe Gqabi Nodal Point (Mt Fletcher), Alfred Nzo East (Mbizana), O R Tambo Coastal Nodal Point (Lusikisiki), O R Tambo Inland Nodal Point(Qumbu)	Depot Zwelitsha
Single Roundtrip Dist.	±1430km	
No of Security Guards	2	2
No of Labourers	4	4

Route A2

	Question Papers	Scripts
Collection Point	Printing and packaging facilities (East London)	Chris Hani East (Ngcobo) Chris Hani East Nodal Point (Cofimvaba), O R Tambo Coastal (Libode), O R Tambo Inland (Mthatha)
Delivery Points	Chris Hani East (Ngcobo) Chris Hani East Nodal Point (Cofimvaba), O R	Depot Zwelitsha

	Tambo Coastal (Libode), O R Tambo Inland (Mthatha)	
Single Roundtrip Dist.	±650km	
No of Security Guards	2	2
No of Labourers	4	4

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1.1.5 Route A3

	Question Papers	Scripts
Collection Point	Printing and packaging service facilities (East London)	Amathole East (Butterworth) and Amathole East Nodal Point (Dutywa.
Delivery Points	Amathole East (Butterworth) and Amathole East Nodal Point (Dutywa.	Depot Zwelitsha
Single Roundtrip Dist.	±380km	
No of Security Guards	2	2
No of Labourers	4	4

1.1.6 Route A4

	Question Papers	Scripts
Collection Point	Printing and packaging facilities (East London)	Chris Hani West Nodal Point (Cradock), Sarah Baartman (Graaff Reinet), Sarah Baartman Nodal Point (Grahamstown), Nelson Mandela Metro (Port Elizabeth) and Nelson Mandela Metro Nodal Point (Uitenhage
Delivery Points	Chris Hani West Nodal Point (Cradock), Sarah Baartman (Graaff Reinet), Sarah Baartman Nodal Point (Grahamstown), Nelson Mandela Metro (Port Elizabeth) and Nelson Mandela Metro Nodal Point (Uitenhage, Humandorp)	Depot Zwelitsha
Single Roundtrip Dist.	±1380km	
No of Security Guards	2	2
No of Labourers	4	4

1.1.7 Route A5

	Question Papers	Scripts
Collection Point	Printing and packaging facilities (East London)	Joe Gqabi (Sterkspruit), Chris Hani West (Lady Frere) and Chris Hani West Nodal Point (Queenstown).
Delivery Points	Joe Gqabi (Sterkspruit), Chris Hani West (Lady Frere) and Chris Hani	Depot Zwelitsha

	West Nodal Point (Queenstown).	
Single Roundtrip Dist.	±1050km	
No of Security Guards	2	2
No of Labourers	4	4

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1.1.8 Route A6

	Question Papers	Scripts
Collection Point	Printing and packaging facilities (East London)	Amatole West (Fort Beaufort), Buffalo City Metro (East London) and Buffalo City Metro Nodal Point (King Williams Town)
Delivery Points	Amatole West (Fort Beaufort), Buffalo City Metro (East London) and Buffalo City Metro Nodal Point (King Williams	Depot Zwelitsha
Single Roundtrip Dist.	±350km	
No of Security Guards	2	2
No of Labourers	4	4

Please note that all distances mentioned above are estimates with starting point East London or Zwelitsha and exact distances will depend on where the bidder's base station is located.

1.2 AFTER THE EXAMINATION

1.2.1 This part of the designated routes and delivery points is for delivery and collection of Scripts to and from Marking Centres.

1.2.2 Scripts are collected from the Examinations Depot in Zwelitsha and delivered to the Marking Centres as indicated below.

1.2.3 On completion of the Marking Period, Scripts are collected from the Marking Centres and returned to the Examinations Depot in Zwelitsha.

Route B1

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Gill College (Somerset East), Union High (Graaff Reinet)
Delivery Points	Gill College (Somerset East), Union High (Graaff Reinet)	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±1100km	
No of Security Guards	2	2
No of Labourers	4	4

Route B2

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Mvenyane Senior Secondary (Libode), St Johns College (Mthatha) Ndamase Senior Secondary (Libode)
Delivery Points	Mvenyane Senior Secondary (Libode), St Johns College (Mthatha) Ndamase Senior Secondary (Libode))	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±800km	
No of Security Guards	2	2
No of Labourers	4	4

Route B3

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Adelaide, Phandulwazi (Alice), Cradock High
Delivery Points	Adelaide, Phandulwazi (Alice), Cradock High	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±569km	
No of Security Guards	2	2
No of Labourers	4	4

Route B4

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Daniel Pienaar and Strelitzia High (Uitenhage)
Delivery Points	Daniel Pienaar and Strelitzia High (Uitenhage)	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±750km	
No of Security Guards	2	2
No of Labourers	4	4

Route B5

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Aliwal North High, and Queenstown Girls High
Delivery Points	Aliwal North High, and Queenstown Girls High	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±920km	
No of Security Guards	2	2
No of Labourers	4	4

Route B6

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Byletts and Grens (East London)
Delivery Points	Byletts and Grens (East London)	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±280km	
No of Security Guards	2	2
No of Labourers	4	4

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Route B7

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Graeme College (Grahamstown) and Collegiate (Port Elizabeth) Khanyisa Special School (Port Elizabeth)
Delivery Points	Graeme College (Grahamstown) and Collegiate (Port Elizabeth) Khanyisa Special School (Port Elizabeth)	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±750km	
No of Security Guards	2	2
No of Labourers	4	4

Route B8

	Before Marking Period	After Marking Period
Collection Point	Examinations Depot (Zwelitsha)	Kirkwood (Uitenhage) and Nico Malan (Uitenhage)
Delivery Points	Kirkwood (Uitenhage) and Nico Malan (Uitenhage)	Examinations Depot (Zwelitsha)
Single Roundtrip Dist.	±750km	
No of Security Guards	2	2

1.3 DURING THE EXAMINATION

2024/2025	Deliver Question Papers?	Collect Scripts?	No of Consignments	Timeframes
Grade 12 remarking	No	Yes	2	February/March
NSC, SC Grade 12	Yes	No	12-16	May/June
NSC Grade 12 Trial	Yes	No	6-8	August/September
Grade 10	Yes	No	2-4	October
Gr 11 Common	Yes	No	6-8	October
Grades 3,6,7	Yes	No	8-10	October
Life Orientation	Yes	No	2	October
NSC Grade 12 Oct/Nov	Yes	Yes	15-18	October/November
Cat & IT Rewrite	Yes	No	1	November
GEC	Yes	Yes	6-8	October/ November

Note: For security reasons, exact dates will be communicated to successful bidders only. This is only timeframes for the first year of contract.

1.4 AFTER THE EXAMINATION

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Marking Session	No of Consignments	Before Marking Period	After Marking Period
June NSC Supplementary and	4	May	July/August
NSC Grade 12 Final exams & AET	4	November	December
Remarking of Scripts	4	January	February

Two trips are for collection of scripts, one for delivery to marking centres and one for collection from marking centres.

The exact delivery dates and examination dates will be communicated to the successful bidders only.

(This form should be part of the bid submission)

1. Company Credentials

Company Credentials	
Company Name	
Owner Name	
Office physical Address	
Office Telephone No	
Fax No	
Cell No	

Supply the company details as required per the table below.

2. Company Profile

Submit a detailed profile of the company, including the following information:

- 2.1. Mission and Vision of the Company
- 2.2. Area and Mode of Operation of the Company
- 2.3. Date and Purpose of the Company's establishment

3. References

List organisations/Clients that are using/have used the company's services:

Name of Organisation/Client	Contact Person	Physical Address	Tel. No.	Cell No	DURATION OF CONTRACT

4. Vehicles to be used

List and supply the following details of the vehicles to be used:

Vehicle Description	Load Capacity	Engine Capacity	Model & year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

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5. ROUTES

List the route(s) bidding for and bidder's base station in or near the route/s:

ROUTE/S BIDDING FOR:	BASE STATION LOCATED IN THAT OR NEAR THE ROUTE/S:
1.	
2.	
3.	
4.	
5.	
6.	
7	
8	
9	
10	
11	
12	
13	
14	

ANNEXURE C

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BID OFFER

(This form should be part of the bid submission)

Quotations

- Use this form to indicate the cost estimations for the routes to be included in this bid
- All Prices should be inclusive of VAT
- All costs should be based on a rate per kilometre (e.g. R 3.25 per kilometre)
- Total Price for a Route is calculated as follows:
 - Total for Route = Distance for Route X Rate per kilometre
- In the table below, indicate the Route(s) bided for in order of preference with the first preference at the top and the least preferred route at the bottom.

Route Cost = Distance X Cost per kilometre.

Example:

Vehicle type	Route	Truck load mass/ Engine capacity (Maximum)	Distance (KM)	Cost per KM (Determined by type of vehicle to be used)	Total (R)
Route A4					
Truck (Delivery Vehicle)	A4	20 ton	3345 km	R3.50	R11 707.05
Sedan (Escort vehicle)	A4	1.6L	3345 km	R1.50	R5 017.05
Total Route A4					R16 724
Route A5					
Truck (Delivery vehicle)	A5	16 ton	52000	R2.00	R104 000
Bakkie (Escort vehicle)		2.0L	52000	R1.80	R93 600
Total Route A5					R207 600
Total costs					R224 324.00

The rate per kilometre should include the cost of the following:

1. Labour Costs
2. Security costs including firearms
3. Diesel/Petrol costs
4. Maintenance costs
5. CCTV costs
6. Insurance Costs

- 7. Licence costs
- 8. Equipment costs
- 9. Guard Tracking costs
- 10. Any other operational costs

• Please complete the tables for Routes A & B below:

Route	Truck load mass/engine capacity	Vehicle type	Distance (KM)	Cost per KM	Total
A1	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
A2	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
A3	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
A4	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
A5	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
A6	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R

Please complete the table below for the B route: -

Route	Truck load mass/engine capacity	Vehicle type	Distance (KM)	Cost per KM	Total
B1	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
B2	20 ton	Delivery truck			
	14 ton				

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	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
B3	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
B4	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
B5	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R
B6	20 ton	Delivery truck			
	14 ton				
	8 ton				
	2.0L max.	Escort vehicle			
Total route cost					R

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RECOMMENDED / ~~NOT RECOMMENDED~~

COMMENTS The document was dealt with
thoroughly and it is recommended
that it can go through.

[Signature]
 CHAIRPERSON: BID SPECIFICATIONS COMMITTEE

03/10/2023
 DATE

[Signature]
 DBSC MEMBER

03/10/2023
 DATE

[Signature]
 DBSC

3/10/2023
 DATE

 DBSC

 DATE

 DBSC

 DATE

 DBSC

 DATE

APPROVED / ~~NOT APPROVED~~

COMMENTS _____

[Signature]
 ACTING HEAD OF DEPARTMENT
 DR. S NUKU

20.11.2023
 DATE