

PROVINCE OF
THE EASTERN CAPE



PROVINCE OF
THE EASTERN CAPE

DEPARTMENT OF EDUCATION
CONTRACT NO: SCMU6-22/23-0019

STANDARD BIDDING DOCUMENT: REQUEST FOR PROPOSAL FROM REPUTABLY QUALIFIED SERVICE PROVIDER FOR PROVISIONING OF PROJECT MANAGEMENT SERVICES, WHICH SHALL INCLUDE PROCUREMENT, WAREHOUSING, INVENTORY MANGEMENT(FURNITURE) AND DELIVERY OF BOTH ELECTRONIC AND PAPER LEARNING AND TEACHING SUPPORT MATERIAL(LTSM AND ELTSM) FOR PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD NOT LONGER THAN TWO(2) YEARS AT THE DESCRETION OF THE EASTERN CAPE DEPARTMENT OF EDUCATION, INFORMED BY THE BUDGET AVAILABILITY,THE NEED INCLUDING THE PERFORMANCE OF THE SERVICE PRVIDER.

Issued by:

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

Prepared by:

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

Tel: (040) 608 4524

Contact Person: Mr. P.Nxozana

CSD NUMBER: _____

Name of Bidder: _____

Closing Date: 07 MARCH 2023

2

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-22-23-0019	CLOSING DATE:	7 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL FROM REPUTABLY QUALIFIED SERVICE PROVIDER FOR PROVISIONING OF PROJECT MANAGEMENT SERVICES, WHICH SHALL INCLUDE PROCUREMENT, WAREHOUSING, INVENTORY MANGEMENT(FURNITURE) AND DELIVERY OF BOTH ELECTRONIC AND PAPER LEARNING AND TEACHING SUPPORT MATERIAL(LTSM AND ELTSM) FOR PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD NOT LONGER THAN TWO (2) YEARS AT THE DESCRETION OF THE EASTERN CAPE DEPARTMENT OF EDUCATION, INFORMED BY THE BUDGET AVAILABILITY,THE NEED INCLUDING THE PERFORMANCE OF THE SERVICE PRVIDER.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MS.S Lukhozi	
TELEPHONE NUMBER	060 530 1969		TELEPHONE NUMBER	040 608 4524 & 063 292 9938	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER	040 608 4663	
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Sibusiso.lukhozi@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					

3

**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:

4

SBD 3.1

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

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

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

Name of bidder:	Bid number: SCMU6-22/23-0019
Closing Time 11:00	Closing date: 7 MARCH 2023

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

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

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

5

SBD 3.2

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

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

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

Name of bidder:.....	Bid number: SCMU6-22/23-0019
Closing Time 11:00	Closing date: 7 MARCH 2023

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

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

*Delete if not applicable

6

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

8

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

10

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

12

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman Ownership	2	5		
Ownership with Disabilities	1	2		
Youth Ownership	3	5		
Enterprises located in the Eastern Cape Province	3	6		
Ownership by Military Veterans	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

16

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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



THE DIRECTORATE CURRICULUM MANAGEMENT

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

REQUEST FOR PROPOSAL

BID DESCRIPTION:	
REQUEST FOR PROPOSAL FROM REPUTABLY QUALIFIED SERVICE PROVIDERS FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) WHICH SHALL INCLUDE PROCUREMENT, WAREHOUSING, INVENTORY MANAGEMENT (FURNITURE) AND DELIVERY OF BOTH ELECTRONIC AND PAPER LEARNING AND TEACHING SUPPORT MATERIAL (LTSM AND E-LTSM) FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD NOT LONGER THAN TWO YEARS AT THE DISCRETION OF THE EASTERN CAPE DEPARTMENT OF EDUCATION “ECDoE” INFORMED BY BUDGET AVAILABILITY, THE NEED INCLUDING THE PERFORMANCE OF THE SERVICE PROVIDER.	
BID NUMBER:	SCMU6 : 22/23-0019
PUBLISH DATE:	03 FEBRUARY 2023
VALIDITY PERIOD:	Offer to be valid for 120 days from the closing date of bid
CLOSING DATE:	07 MARCH 2023
CLOSING TIME:	11:00 am
COMPULSORY BRIEFING SESSION:	NOT APPLICABLE
BID RESPONSES MUST BE HAND DELIVERED	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 ZWELITSHA
ATTENTION:	<p>Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the Eastern Cape Department of Education, Head Office in ZWELITSHA.</p> <p>If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education’s tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses.</p> <p>It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.</p> <p>No bid documents will be considered after the closing time and the date of this bid which is indicated in previous row herein above.</p>
BIDDERS NAME:	



TABLE OF CONTENTS

1 INTRODUCTION 4

2 PROJECT BRIEF..... 5

3 OBJECTIVES OF THE REQUEST FOR PROPOSAL 6

4 TECHNICAL SPECIFICATIONS..... 6

 4.4. Operations and ICT services:..... 6

 4.5. Procurement:..... 6

 4.6. Warehousing 7

 4.7. Distribution..... 7

 4.8. Scholastic Stationery 8

 4.9. Reporting:..... 8

 4.10. Picking and Packaging Requirements of textbooks in warehouse/s:..... 8

 4.11. School Furniture administration and management 9

5. BRIEFING SESSION 9

6. CONTRACT DURATION AND TIMEFRAME 9

7. COMMUNICATION WITH BIDDERS..... 10

8. PRICING STRUCTURE 10

9. COMPETENCIES AND EXPERTISE REQUIRED 11

10. CONDITIONS OF CONTRACT 11

11. UNSATISFACTORY PERFORMANCE..... 12

12. EVALUATION CRITERIA..... 13

13. ELIMINATION CRITERIA (STAGE 1 – ADMINISTRATIVE COMPLIANCE)..... 15

15. ELIMINATION CRITERIA (STAGE 2 – FINANCIAL VIABILITY AND RESOURCE CAPACITY)..... 16

16. ELIMINATION CRITERIA (STAGE 3 – EXPERIENCE AND CAPACITY TO IMPLEMENT THE PROJECT) 17

17. ELIMINATION CRITERIA (STAGE 4 – FUNCTIONALITY STAGE 17

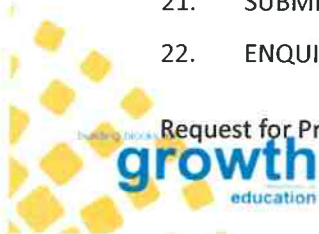
18. TAX REQUIREMENTS 20

19. BID CONDITIONS..... 21

20. FORMAT AND SUBMISSION OF PROPOSALS 21

21. SUBMISSION OF PROPOSALS..... 23

22. ENQUIRIES AND CONTACT PERSONS 23





23. CONTACT PERSONS 23

ACRONYMS

- A) ECDoE - Eastern Cape Department of Education
- B) SLA - Service Level Agreement
- C) LTSM - Learning Teaching Support Material
- D) E-LTSM - Electronic Learning Teaching Support Material
- E) WMS - Warehouse Management Software



1 INTRODUCTION

LTSM stands for "Learning and Teaching Support Material. This a general term used to describe the resources teachers use to deliver instruction. LTSM are used to support learning and to increase academic success. LTSM means a variety of learning and teaching materials used in the classroom that supports and facilitates teaching and learning directly in the classroom or at home. It includes, but is not limited to:

- Textbooks, teacher guides, readers, and prescribed books;
- Reference books, atlas, dictionaries, wall charts, posters, maps and models;
- Mathematics, science, technology and biology apparatus, electronic and technical equipment, hospitality resources;
- E-LTSM;
- Workbooks;
- Educational toys and games;
- Library material (fiction and non-fiction, pre-recorded videos, DVDs, CDs, CD-ROMs.);
- Computer software and licensing;
- Resource material for teachers;
- Stationery and supplies.

It is the interest Eastern Cape Department of Education's herein after referred to as the "ECDoE" to ensure that all learners and teacher in the Eastern Cape Province have access to a range of quality resources that are age appropriate, current and relevant, and which inculcate a love of reading and encourage the enquiring minds of learners.

It is therefore the ECDoE's objective to ensure that the process of providing LTSM to school and resource management is seamless, cost effective, and efficient and supports the production of high quality LTSM,



2 PROJECT BRIEF

- 2.1. The appointed Project Management Agency herein after referred to as “PMA” shall procure, facilitate, and coordinate the provision of LTSM and e-LTSM for all ECDOE public schools including Grade R and ECD Centres on behalf of ECDoE utilizing the LTSM budget allocated for the academic year.
- 2.2. The appointed PMA will be expected to procure, manage, facilitate and coordinate the supply and delivery of LTSM and e-LTSM essentials, provide warehousing, inventory and resource management, distribution and delivery of LTSM and e-LTSM essentials to all ECDoE public schools in the Province. This must be done in a manner that will ensure pragmatic and sustainable economic development both in terms of creation of employment and support of microenterprises engaged in manufacturing and logistics/distribution) in the Eastern Cape Province and furthermore support and improve the current and existing local economic development programmes implemented by the ECDoE in the school resourcing portfolio.
- 2.3. The PMA shall also be responsible for the development of a school furniture Management Plan that will encompass all necessary measures for effective school furniture requisitioning and ordering process from schools, furniture manufacturers, distribution, need identification including disposal of obsolete/damaged furniture.
- 2.4. Develop, administer and maintain school furniture inventory management system at manufactures warehouses and at school level.
- 2.5. Facilitate and manage the transfer of excess furniture and keep audit of available school furniture in the Province and provide reports thereof.
- 2.6. Develop an enabling environment that that encourages and supports the care and control of all furniture by learners and teachers, parents etc.
- 2.7. The appointed PMA will be expected to provide technical support and human capital where required to the LTSM Unit in the ECDoE and furthermore enhance and maintain the current and existing Resource Management Systems.
- 2.8. In the event that the ECDoE is experiencing budget challenges for the procurement of LTSM needs, the appointed PMA will be expected to procure the required items on behalf of the ECDoE and in return the ECDoE will pay the PMA



when budget is available subject to such arrangements agreed upon in writing between the two parties.

3 OBJECTIVES OF THE REQUEST FOR PROPOSAL

- 3.1. The objective of this request for proposals is to request reputedly qualified service Providers/PMA to submit proposal for the provisioning of project management service(s) which shall include procurement, warehousing, inventory management and delivery LTSM, e-LTSM and School Furniture for a period of three (3) years with an option to renew the contract for a period not longer than two years at the discretion of the ECDoE" informed by budget availability, the need including the performance of the service provider.

4 TECHNICAL SPECIFICATIONS

- 4.1. Provide project management solutions enabling end-to-end procurement, packaging, storage and distribution of all LTSM resources.
- 4.2. Provide a warehouse within the Province managed and operated by adequate and qualified human resources.
- 4.3. Provide adequate ICT systems and support for school resourcing programmes.
- 4.4. All procurement will be based on quantities approved by ECDoE.
- 4.5. Operations and ICT services:
 - 4.5.1. Provide a fully-fledged operational Data and Call Centre Management Operation with adequate ICT systems and infrastructure.
 - 4.5.2. Provide a visible document management system and operation
 - 4.5.3. Provide logistics and warehousing management operation and systems that will ensure real time reporting capabilities in respect of LTSM and e-LTSM distributions to schools,
 - 4.5.4. Provide administrative support and responsibilities in the provisioning of LTSM resources from the sourcing of LTSM essential to distribution at school level.
 - 4.5.5. Provision and implementation of textbook tracking, retrieval system.
- 4.6. Procurement:
 - 4.6.1. Cost effectively procure, facilitate and coordinate the delivery textbooks based on the approved National Catalogue for Pre-Grade R to 12 languages and content subjects.



- 4.6.2. Design and develop methodologies that will assist the ECDoE with the implementation of textbook retrieval policies.
- 4.6.3. Design and develop a pragmatic model and strategy for the ECDoE's transition from paper textbooks to digital textbooks in support and realisation of the ECDoE's vision of implementing the Fourth Industrial Revolution (4IR) and assist in the implementation thereof.
- 4.6.4. Cost effectively procure and deliver Office Stationery, Teacher Stationery and Learner Stationery Packs for Grades R-12.
- 4.6.5. Cost effectively procure and deliver supplementary LTSM outside the approved core textbooks (i.e. study guides, and exam solutions)

4.7. Warehousing

- 4.7.1. Provide a fully-fledged, secured and operating central warehouse +10 000 m² (or offer to lease agreement if outsourced) within the Buffalo City Municipality or within 100-180 km radius to the ECDoE's Head Offices.
- 4.7.2. The warehouse must meet the following minimum operational requirements:
 - 4.7.2.1. Must be fully automated with adequate printers, RF scanners, computers etc.
 - 4.7.2.2. Comply with inbound and outbound requirements.
 - 4.7.2.3. Comply with implementation of Quality Management Systems requirements (ISO 9001) and certification
 - 4.7.2.4. Provide a system that will fully integrate from the WMS to the distribution systems with clear processes to receive, store and dispatch materials.
 - 4.7.2.5. Provide a warehouse management system, physical security, and visible demarcation of the warehouse premises.
 - 4.7.2.6. The warehouse must have a floor plan with clear demarcations for Workstations.
 - 4.7.2.7. The central warehouse must have storage for new e-TSM devices and LTSM textbooks, supplementary material, stationery, and resource tools or goods procured by the Department for storage on a temporary basis
 - 4.7.2.8. Comprehensive Insurance Cover for all items held within the warehouse.
 - 4.7.2.9. Provide a Central warehouse with Shelving and Equipment as well as other warehouses in the Eastern Cape for SMMEs to collect stock that fully comply with the Occupational Health and Safety Act

Distribution

- 4.7.3. Distribute all LTSM and preloaded ITSM resources to specific school(s) and ECD Centers (new and retrieved).
- 4.7.4. Track and monitor the delivery of LTSM to schools.
- 4.7.5. Provide logistics related to loading and transportation of the resources.
- 4.7.6. Prepare all Management plans for all distribution to schools
- 4.7.7. Make use of Small Micro, Medium Enterprises businesses within each district to enhance Local Economic Development particularly focusing on woman and youth development from previously disadvantage communities.



- 4.7.8. When required, facilitate payment of Small Micro, Medium Enterprises businesses in the province for work carried out in this programme/project upon verification of PODs and create Terms of Reference (ToR) for this process.
- 4.7.9. Manage and coordinate the appointment of Distributors and ensure equitable distribution of work amongst Distributors.
- 4.7.10. Implement stringent monitoring measures and take appropriate actions and institute penalties against Distributors that are not performing using the GCC and the Service Level Agreements.
- 4.7.11. Ensure that all appointed distributors have adequate equipment and resources (i.e. appropriate modes of transport to carry the stock i.e. textbooks and stationery) to schools.
- 4.7.12. Daily monitoring and tracking progress on the delivery of stationery and textbooks and report to the ECDoE timeously.

4.8. Scholastic Stationery

- 4.8.1. Implement stringent monitoring measures and take appropriate actions and institute penalties against Stationery Manufacturers appointed by the PMA that are not performing using the GCC and the Service Level Agreement entered into.

4.9. Reporting:

- 4.9.1. Provide an automated system that generates periodic reports on the extent of usage of LTSM provided to the schools upon request to ECDOE on a weekly basis.
- 4.9.2. Generate an audit trail of LTSM essentials provided per school, per learner per teacher.
- 4.9.3. Provide systems for accurate forecasting, demand, need analysis and spend analysis to assist the ECDoE to plan better and budget adequately for LTSM needs.
- 4.9.4. Preparation of periodic management and operational reports (comprehensive).
- 4.9.5. Progress on the procurement and deliveries to ECDOE on a weekly basis.
- 4.9.6. Records on proof of deliveries for Payments.

4.10. Picking and Packaging Requirements of textbooks in warehouse/s:

- 4.10.1. Picking and packaging of textbooks per grade per subject for each school (through the use of schools' distribution list).
- 4.10.2. Picking and packaging of supplementary resources per grade and per subject for each school.
- 4.10.3. Packaging of office stationery and resource tools for teachers for each school.
- 4.10.4. Managing all processes within the warehouse via automated software and electronic devices for accurate picking and packing.
- 4.10.5. Labelling of all resource material:
- 4.10.6. Picking and Picking LTSM per school, per grade, per subject,



- 4.10.7. Generate daily progress report on the activities within the warehouse.
- 4.11. School Furniture administration and management
- 4.11.1. Development of a school furniture Management Plan that will encompass all necessary measures for effective school furniture requisitioning and ordering process from schools, furniture manufacturers, distribution, need identification including disposal of obsolete/damaged furniture.
- 4.11.2. Create/develop Terms of Reference (ToR) for requisition of school furniture, quality assurance, deliveries to schools and verification and authentication of PoDs before payment by the ECDoE.
- 4.11.3. Develop, administer and maintain school furniture inventory management system at manufactures warehouses and at school level.
- 4.11.4. Facilitate and manage the transfer of excess furniture and keep audit of available school furniture in the Province and provide reports thereof.
- 4.11.5. When required conduct audits and verification of school furniture in the Province.
- 4.11.6. Develop an enabling environment that that encourages and supports the care and control of all furniture by learners and teachers, parents etc.
- 4.11.7. In the absence of school manufacturing companies, where there are disputes between the department and furniture manufacturers or in cases of emergency, the PMA will be expected to procure furniture on behalf of the Department for identified schools at short notice.

5. BRIEFING SESSION

- 5.1.1. There will be no compulsory briefing sessions, and any questions must be directed in writing to the following departmental officials as follows:
- 5.1.2. Technical questions relating to the specification – Sibusiso.lukhozi@ecdoe.gov.za
- 5.1.3. Question relating to the submission of proposals or Supply Chain Management questions to – Pakamile.nxozana@ecdoe.gov.za

6. CONTRACT DURATION AND TIMEFRAME

- 6.1. The ECDoE will enter in a contract with awarded service providers' for a period of three (3) years with an option to extended for a further period of no longer than 24 months at the discretion of the ECDoE subject to the performance of the Service Provider/s or PMA, budget availability and the need for the services.
- 6.2. The terms and conditions of the extension shall be outlined in the Service Level



Agreement (SLA) which will be a binding document between the appointed bidders and the ECDoE.

- 6.3. The commencement date of the contract will take place as soon as the Service Level Agreement (SLA) has been signed and a purchase order has been issued to the appointed Service Provider.
- 6.4. This is a non-committal contract as the value of the contract will be based on the needs and budget availability, therefore the ECDoE reserves a right to procure and make commitment to the appointed PMA only if the need exist and there is budget available to fulfil the need.

7. COMMUNICATION WITH BIDDERS

- 7.1. During the evaluation periods of the bids, explanatory information shall be requested in writing from bidders.
- 7.2. Any questions which might arise from bidders during the bidding process before the closing date of the bid must be directed to the relevant officials indicated in this documents in seven (7) working days before the closing date of this bid.
- 7.3. Replies to such questions shall be communicated to bidders, within three (3) working days upon receipt or as otherwise indicated.

8. PRICING STRUCTURE

Please adhere to requirements stated herein under

“Format for submission of proposals.”

- 8.1. This is a two stage bidding process, bidders are required to submit two envelopes, one with the technical proposal and the second envelop with the financial proposal, therefore failure to comply with this requirement is an automatic disqualification.
- 8.2. All request for proposals must include a comprehensive costing break down of all activities and equipment as outlined in the scope of work above,
- 8.3. Prices quoted must be all inclusive (including VAT) per item whether the bidder is



- registered for VAT or not. Bidders must quote for all items required as indicated in scope of work above and must also indicate where there are discounts provided,
- 8.4. All prices quoted should be in South African currency and must be valid for at least ninety days after the date of closure.
 - 8.5. Prices will be firm for the first twelve months of the bid, after which proposed price escalations will be considered annually on application in writing by the bidder, and such price escalation shall be considered provided that the price escalation request is aligned with either Consumer Price Indices (CPI) or Producer Price Indices (PPI) and subject to availability of budget.
 - 8.6. In instances where the ECDoE does not have adequate funding for such price escalation, the ECDoE reserves a right to negotiate with suppliers for a cost effective price that will be affordable to the ECDoE.

9. COMPETENCIES AND EXPERTISE REQUIRED

- 9.1. The personnel of the bidding service provider/s must demonstrate adequate work experience, expertise in project management, logistics, warehousing and distribution in the provision of LTSM and furthermore be able to effectively communicate with the members of the ECDoE.
- 9.2. The bidder/s should submit proof of location (place where bidder's offices/premises or warehouses are located/situated in the province)
- 9.3. During or after the evaluation process the ECDoE reserves the right to conduct an in-loco inspection to assess the capacity of the bidder/s including all equipment, systems and resources indicated by the bidder in their bid proposal.

10. CONDITIONS OF CONTRACT

- 10.1. The Bidder/s must be able to demonstrate a proven track record in this field as per the specification in order to qualify for this bid.
- 10.2. The ECDoE reserves the right to award the entire bid, or in part to one bidder or multiple bidders or not to award the bid.
- 10.3. During or after the evaluation process the ECDoE may conduct in-loco inspections, in order to ascertain or validate claims made the Bidder/s.



- 10.4. The ECDoE shall establish a Project Steering Committee which will be constituted by the Bidder's representatives and ECDoE representatives as stated in the Service Level Agreement which will be entered into between the awarded Bidder/s and the ECDoE.
- 10.5. The Bidder/s will provide a report on the progress on deliverables against the detailed work plan as determined in the Service Level Agreement.
- 10.6. The Bidder/s shall inform the ECDoE in writing of any reason, which may prevent the timely submission of a progress report.

11. UNSATISFACTORY PERFORMANCE

- 11.1. The ECDoE reserves the right to terminate the contract with immediate effect, should the service provider perform unsatisfactorily and fails to remedy such poor or non-performance within 7 (seven) business days of receipt of a written request to do so.
- 11.2. The penalty clauses are as follows:
 - 11.2.1. If the Bidder/s fails to comply with its obligations in terms of and pursuant to the Service Level Agreement, and fails to remedy such breach within 7 (seven) business days after receipt of written notice from ECDoE calling on it to remedy such breach, the ECDoE, may suspend further payments to the Bidder/s for the specific deliverable under dispute and following further written notice of not less than 7 (seven) business days, terminate the Agreement.
 - 11.2.2. Appoint any other person or persons to complete the execution of the services in which event the Bidder/s shall be liable for the reasonable cost associated with the delay and ECDoE reserves the right to claim damages if any, suffered as a result thereof.
 - 11.2.3. If the ECDoE fails to comply with its obligations in terms of the agreement and fails to remedy such breach within 14 (Fourteen) business days after receipt of written notice from the service provider calling on it to remedy such breach, the service provider, may, in addition to any other legal remedies have to:



- 11.2.3.1. Compel the ECDoE to fulfil its obligations and abide by the terms and conditions of the Agreement through the legal process;
- 11.2.3.2. Suspend the provision of the services until such breach is rectified;
- 11.2.3.3. Following a further 7 (seven) business days calling on the ECDoE to remedy such breach, and the ECDoE failing to do so, terminate the agreement and demand payment in respect of outstanding fees for the provision of deliverables rendered or performed under or in terms of this agreement. Please note that in cases where there is a contradiction between this Request for proposal and any of the standard bid documents received by prospective bidder/s, the terms and conditions contained in this Request for proposal shall prevail.

12. EVALUATION CRITERIA

12.1. This bid shall be evaluated on the 90/10 principle. Preference points shall be allocated as per below table:

Preferential goals Historically Disadvantaged individuals	Percentage allocated	Allocation of Points
Historically disadvantaged Individuals (HDI)	20	2
Persons with disabilities ownership	10	1
Promotion of Youth through ownership	20	3
Women Ownership	20	
Specific goals		
Enterprises located in the Eastern Cape Province	20	3
Military Veterans Ownership	10	1



13. CLAIMING OF PREFERENCE POINTS

- 13.1. Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- 13.2. Preference points for Women 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.
- 13.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- 13.4. 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.
- 13.5. For promotion of enterprises located within the Eastern Cape Province 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 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.
- 13.6. Preference points may be allocated to other Reconstruction and Development Programme (RDP) goals as follows:
 - (a) Promotion of South African owned enterprises
 - (b) Promotion of export-oriented production to create jobs
 - (c) Creation of new jobs or intensification of labour absorption
 - (d) Promotion of enterprises located in the rural areas
 - (e) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.
- 13.7. The Eastern Cape Department of Education will utilize the specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act:
 - (a) Women
 - (b) Youth
 - (c) Persons with disability
 - (d) Military Veterans
 - (e) Enterprises located in the Eastern Cape



13.8. To enforce the implementation of RDP goals and to ensure local economic development for procurement above. The Eastern Cape Department of Education shall allocate preference points to the following selected categories:

- (a) Enterprises located in Eastern Cape Province
- (b) Youth
- (c) Co-operatives and Non-Profit Organizations

13.9. Bidders must register on the Centralised Electronic Suppliers Database as service providers before tendering. The registration forms are obtainable from the Department of Provincial Planning and Treasury in Bhisho.

13.10. For Joint Ventures points will be awarded on the individual averages per categories listed under 12.1 above.

14. ELIMINATION CRITERIA (STAGE 1 – ADMINISTRATIVE COMPLIANCE)

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

- 14.1.1. Failure to submit the complete and fully signed Standard Bidding Documents (ECBD1, SBD4, SBD 6.1)
- 14.1.2. Failure to submit the National Treasury Central Database Report (CSD) that meets all compliance requirements at time of award.
- 14.1.3. Failure to submit certified copy of your company CK documents as issued by the Companies Intellectual Property Commission (CIPC).
- 14.1.4. Board Resolution with mandate to sign and submit bid documents.
- 14.1.5. Failure to submit certified copies of company directors.
- 14.1.6. Only bidder/s that has/have met these requirements will be deemed responsive thereto shall be considered for the evaluation processes.
- 14.1.7. Request for proposal that are incomplete and do not provide all the required documents will be eliminated.
- 14.1.8. Failure to submit a detailed **Technical Proposal** illustrating the model of implementation of LTSM procurement, warehousing and distribution, including systems and resources (not limited to) as outlined in the Technical Specifications from paragraph 4.1 to 4.11 of this document.
- 14.1.9. Failure to submit a Risk Management Plan to mitigate risk against stock loss from manufacturers picking and packing warehouses, stock in transit (i.e. while stock is with the distributors) etc.
- 14.1.10. Failure to submit trade references and required certificates demonstrating



- experience and Quality Assurance.
- 14.1.11. Failure to adhere to bid submission format as outlined in paragraph with heading - **Format and Submission of Proposals**.
 - 14.1.12. In a case of a Joint Venture failure to submit a Joint Venture Agreement signed by both parties.
 - 14.1.13. All certified copies, the date of certification must not be older than three (3) months from the closing date of the bid.
 - 14.1.14. Failure to submit a comprehensive and all-inclusive price schedule which must be in a sealed envelope labelled – **Financial Proposal**.
 - 14.1.15. Failure to submit a binding agreement between the principal service provider and a local EME or QSE which forms part of the condition of this bid.

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

15. ELIMINATION CRITERIA (STAGE 2 – FINANCIAL VIABILITY AND RESOURCE CAPACITY)

- 15.1. Bank guarantee letter of a minimum of R100 **million**, the letter must be from a Recognized financial institution evidencing financial capacity of the bidder. **Please Note:** such letters will be verified and validated with the financial institution and should it be found that there is an act of misrepresentation by the Bidder/s, the Bidder/s will be eliminated and a case of fraud shall be opened against the Bidder for misrepresentation or falsification.
- 15.2. Three years audited financial statements, Bidder/s who does/do not submit proof of financial sustainability in a form of from **audited financial statements** from an Accredited and Registered Auditing Firm or Accountant/s for a period of three years reflecting 2020, 2021 and 2022.
- 15.3. Comprehensive Insurance (Lability Cover) for all Goods stored in Central Warehouse.
- 15.4. Provide proof and list of systems licences utilised for LTSM requisitions and distribution and demonstrate in the proposal how the systems will ensure smooth and efficient delivery of LTSM to schools.



16. ELIMINATION CRITERIA (STAGE 3 – EXPERIENCE AND CAPACITY TO IMPLEMENT THE PROJECT)

- 16.1. Five (5) verifiable references in the field of LTSM with specific reference to procurement and warehouse management systems. The letter must indicate the name of the institution, the duration of the contract, the value and the detailed performance of the prospective bidder in the field of LTSM provisioning, warehousing and logistics including contact details.
- 16.2. Must be a minimum of 5 Years in this business.
- 16.3. Non – submission of CVs for key personnel such as Project Manager, Warehouse Manager, Strategic Sourcing Specialist, ICT specialist and system developer.

17. ELIMINATION CRITERIA (STAGE 4 – FUNCTIONALITY STAGE)

A paper-based functionality evaluation will be carried out on all shortlisted bids. Bidders who score less than 90 points out of 100 for functionality will be disqualified therefore will not proceed to the price and preference evaluation stage. Bidders who meet the minimum functionality score of **90** (paper-based evaluation) will be shortlisted.

	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	POINTS ALLOCATION	POINTS (20)		
1.	A comprehensive, thorough and practical sourcing strategy and implementation for (textbooks- stationery and other e-LTSM essentials) with evidence on how the strategy has been successfully implemented. The strategy must include clear procurement and provisioning systems including resources to realise the successful implementation.			
	A comprehensive, thorough and practical sourcing strategy and implementation for (textbooks- stationery and other e-LTSM essentials) with evidence on how the strategy has been successfully implemented.	compliant		20



	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	The strategy must include systems and resources to realise the successful implementation.			
	A sourcing strategy that does not fulfil the requirements of this bid or non-submission thereof		Not comply	0
	POINTS ALLOCATION	POINTS (20)		
2.	<p><u>Proof of ownership or lease agreement</u> (or offer to lease) of <u>Central Warehouse</u> +-10 000 m², a fully-fledged central warehouse facility secured within the Buffalo City Municipality or within 100-180 km radius from the ECDoE's Head Offices.</p> <p>The warehouse must have a floor plan, demarcated areas for various LTSM essentials with a highly secured areas for LTSM devices.</p> <p>Warehouse system/s to receive, store and dispatch stock to allocated areas including automated security system for high value devices.</p>	Compliant		15
	<u>Proof of Satellite Warehouses</u> or lease agreement (or offer to lease agreement) <u>in various districts</u> a minimum of four (4) which shall be used a distribution centres	Compliant		5
	Non – submission of required documentation evidencing warehousing required as outlined in row two (2) above for the central warehouse and the 4 warehouses that will be located throughout the province.		Not compliant	0
	POINTS ALLOCATION	POINTS (20)		
3.	<p>Experience and expertise in the field of provisioning, project management, warehousing & distribution.</p> <p>Bidders are required to provide a minimum of five (5) reputable, contactable reference where services as indicated above were delivered. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract.</p>			20



	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	POINTS WILL BE ALLOCATED AS FOLLOWS: A contactable reference must be provided; a reference will be discarded if the referee gives a negative reference.	POINTS (20)		
	5 and above contactable references with 5 or more years of relevant experience.	Compliant		20
	3 contactable references with 3 years of relevant experience	Compliant		10
	Less than 3 contactable references		Not compliant	0
	POINTS WILL BE ALLOCATED AS FOLLOWS:	POINTS (15)		
4.	CVs for key personnel such as Project Manager, Warehouse Manager, Strategic Sourcing Specialist, ICT specialist and system developer. All CVs must include relevant qualifications.			
	Copies of CVs for key personnel such as Project Manager with 10 years relevant experience, Warehouse Manager with 10 years relevant experience, Strategic Sourcing Specialist with 5 years relevant experience, ICT specialist and system developer with 5 years relevant experience. All CVs must include certified relevant qualifications.	Compliant		15
	Copies of CVs for key personnel such as Project Manager with 8 years relevant experience, Warehouse Manager with 8 years relevant experience, Strategic Sourcing Specialist with 3 years relevant experience, ICT specialist and system developer with 3 years relevant experience. All CVs must include certified relevant qualifications.	Compliant		5
	Copies of CVs for key personnel such as Project Manager below 8 years relevant experience, Warehouse Manager below 8 years relevant experience, Strategic Sourcing Specialist below 3 years relevant experience, ICT specialist and system		Not compliant	0



	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	developer below 3 years relevant experience. All CVs must include certified relevant qualifications.			
5	POINTS ALLOCATION	POINTS (25)		
	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
	Technical/ Operational Proposal must address the following: 1. The system/s and processes used for sourcing the goods specified including tracking, delivery and training. 2. Risk Mitigation Plan			
5.1	Technical proposal covering all elements outlined above with supporting evidence where required and must demonstrate adequate capacity to execute the project as per requirements	Compliant		25
5.2	Technical proposal not covering all elements outlined above		Not compliant	0
TOTAL				100

18. TAX REQUIREMENTS

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

18.1.1. Submission of valid tax clearance certificate or SARS Pin.

18.1.2. Bidders who are not compliant at the time of award will be granted a reasonable period of seven working days (7) to resolve the tax matters and should a bidder/s fails to meet this time frame such a bidder will not be considered for award.

Please Note: Value Added Tax Registration:

It is mandatory for a business to register for VAT if the income earned in any consecutive 12 (twelve) month period exceeded or is likely to exceed R 1 000 000.00 (one million Rand)



("Threshold") in terms of section 23(1)(a) of the Value Added Tax Act, 89 of 1991. The business must complete a VAT 101 - Application for Registration form and submit it to the local SARS branch within 21 (twenty-one) days from date of exceeding the threshold.

19. BID CONDITIONS

- 19.1. Bidders must submit their bid proposals in line with the specification's requirements as outlined in this document. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 19.2. The ECDoE reserves the right to award the bid in whole or partially, the ECDoE reserves the right not to award the bid,
- 19.3. The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Committee / Panel,
- 19.4. Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their request for proposals,
- 19.5. Request for Proposals must be delivered by the stipulated time to the correct address and late proposals shall not be accepted for consideration,
- 19.6. All bid proposals must be submitted on the official forms provided not to be re-typed or online,
- 19.7. Service Providers must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration directorship / membership / identity numbers; tax compliance status; banking information for verification purposes),
- 19.8. This proposal is subject to the Preferential Procurement Policy Framework Act of 2000 and the ECDoE SCM policy, the General Conditions Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract,
- 19.9. Service Providers must ensure compliance with their tax obligations,
- 19.10. The service provider accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 19.11. All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.

20. FORMAT AND SUBMISSION OF PROPOSALS

- 20.1. This Request for Proposal (RFP) is a two-envelope procurement method, therefore, bidders are requested to submit their bids in the following manner:
 - 20.1.1. Functionality proposal should be submitted in a separate sealed envelope clearly marked "TECHNICAL PROPOSAL";
 - 20.1.2. The price proposal should be submitted in a separate and sealed envelope clearly marked "FINANCIAL PROPOSAL"
- 20.2. Failure to adhere this format as outlined above shall disqualify your bid.
- 20.3. The first envelope must clearly state TECHNICAL PROPOSAL, wherein the



bidder should address all aspects of the required scope of services.

20.4. The **TECHNICAL PROPOSAL** must consist of the following but not limited to:

- 20.4.1. Standard Bidding Documents (**SBD 4 and SBD 6.1**)
- 20.4.2. Valid Tax Clearance Certificate or SARS Pin
- 20.4.3. Company Registration Documents and Owner Identity Documents
- 20.4.4. Board Resolution with mandate to sign and submit bid documents
- 20.4.5. Specification Requirements
- 20.4.6. Proof of the RDP and specific goals as outlined in paragraph 12.1 above.
- 20.4.7. National Treasury Central Database Registration (CSD) Report
- 20.4.8. Signed (Both Parties) Joint Venture Agreement where applicable.
- 20.4.9. Project Management Plan
- 20.4.10. Risk Management Plan
- 20.4.11. Trade References

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

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

- 20.5.1. Standard Bidding Documents (**SBD 4 and SBD 6.1**)
- 20.5.2. Valid Tax Clearance Certificate or SARS Pin
- 20.5.3. Company Registration Documents and Owner Identity Documents
- 20.5.4. Board Resolution with mandate to sign and submit bid documents
- 20.5.5. National Treasury Central Database Report (CSD)
- 20.5.6. A Valid Certified B-BBEE Certificate and Consolidated B-BBEE Certificate for JV's must be underpinned/supplement through the provision of Proof of the RDP and specific goals as outlined in paragraph 12.1 above in line with PPR of 2022.

Second Envelope:

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



21. SUBMISSION OF PROPOSALS

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

HAND DELIVERY ADDRESS

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

POSTAL ADDRESS

Steve Vukile Tshwete Complex
Private Bag x 0032
BISHO, 5605

22. ENQUIRIES AND CONTACT PERSONS

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

23. CONTACT PERSONS

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

TECHNICAL ENQUIRIES:	BID ENQUIRIES:
Mr S Lukhozi Tel 040 608 4524 79 693 6148 Fax: 040 608 4663 Email Address: sibusiso.lukhozi@ecdoe.gov.za	Mr. P Nxozana Tel 040 608 4524 79 693 6148 Fax: 040 608 4663 Email Address: pakamile.nxozana@ecdoe.gov.za



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

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

COMPILER:

Director / School Resourcing Administration



SPECIFICATIONS COMMITTEE

RECOMMENDED/NOT RECOMMENDED



**CHAIRPERSON:
BID SPEC COMMITTEE**

31/01/2023
DATE



**MEMBER
BID SPEC COMMITTEE**

31/01/2023
DATE



**MEMBER
BID SPEC COMMITTEE**

31/01/2023
DATE



**MEMBER
BID SPEC COMMITTEE**

31/01/2023
DATE

**MEMBER
BID SPEC COMMITTEE**

DATE

APPROVED/NOT APPROVED



HEAD OF DEPARTMENT - ECDoE

DATE