

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-24/25-0009

PRINTING, PACKAGING, STORAGE OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIAL AND OTHER RELATED EXAMINATION LEARNER SUPPORT MATERIAL- PRINTED DIGITAL AND ANY OTHER APPROPRIATE FORMAT FOR GRADE 1-12, AET LEVEL 4 AND PROVISIONING OF EXAMINATIONS DATA AND RELATED SERVICES.

Issued by:

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

Prepared by:

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

Tel: (040) 608 4524

Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: **1ST JULY 2024**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	SCMU6-24/25-0009	CLOSING DATE:	01 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	PRINTING, PACKAGING, STORAGE OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIAL AND OTHER RELATED EXAMINATION LEARNER SUPPORT MATERIAL- PRINTED DIGITAL AND ANY OTHER APPROPRIATE FORMAT FOR GRADE 1-12, AET LEVEL 4 AND PROVISIONING OD EXAMINATIIONS DATA AND RELATED SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR.S. MOSELE	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	(040) 608 7069	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Sive.mosele@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

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: **SCMU6-24/25-0009**

Closing Time **11:00** Closing date: **1st JULY 2024**

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

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

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

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

*Delete if not applicable

**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: **SCMU6-24/25-0009**

Closing Time **11:00** Closing date: **1ST JULY 2024**

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

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

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

*Delete if not applicable

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SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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SBD4

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

- 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

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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:

80/20 or 90/10

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

Where

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

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 claimed (90/10 system) (To be completed by the tenderer)
Woman Participation	2	
Persons with Disabilities	2	
Promotion of Youth	1	
Enterprises located in the Eastern Cape Province	4	
Ownership by Military Veterans	1	

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 –

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- (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:	.....

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
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

- 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.



CHIEF DIRECTORATE: EXAMINATIONS AND ASSESSMENT

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

Enquiries: . Fax: 040 602 7295. E-mail: Website: www.ecdoe.gov.za

EXAMINATIONS AND ASSESSMENT CHIEF DIRECTORATE

BID NUMBER:	SCMU6 – 24/25-0009
DESCRIPTION:	PRINTING, PACKING, STORAGE OF HIGH SECURITY EXAMINATION AND ASSESSMENT MATERIAL AND OTHER RELATED EXAMINATION LEARNER SUPPORT MATERIAL – PRINTED DIGITAL AND IN ANY OTHER APPROPRIATE FORMAT FOR GRADES 1–12, AET LEVEL 4; AND PROVISION OF EXAMINATIONS DATA RELATED SERVICES.
PUBLISH DATE:	31 May 2024
VALIDITY PERIOD:	120 days from the closing date
CLOSING DATE:	01 July 2024
CLOSING TIME:	11h00
COMPULSORY BRIEFING SESSION:	Not Applicable
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	Eastern Cape Department of Education herein named (ECDoE) Steve Tshwete Complex, Zone 6, Zwelitsha KING WILLIAM'S TOWN
ATTENTION:	Bidders must ensure that bids are delivered on time to the correct address and deposited in the tender box which is located at the foyer in the main building of the ECDoE, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible 8 hours a day from 08h00 to 16h00 5 working days a week from Monday to Friday. Bidders must ensure that they sign the register at the main reception counter when delivering bids. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses.

BIDDER'S NAME:

1. BACKGROUND / INTRODUCTION

The Eastern Cape Department of Education (ECDoE) has the responsibility of ensuring that the processing of examination related documents for Grades 1–12 and Adult Education and Training Level 4 (AET Level 4) is done in accordance with policies of the National Department of Basic Education (DBE) and with proper security measures to ensure that the quality of printing, packing and storage services are of a high standard in terms of Annexure E of the National Education Policy Act, 1996 (Act No. 84 of 1996) and the South African Schools Act, 1996 (Act No. 84. of 1996), as amended. National Education Policy regarding Further Education and Training programmes; National Policy on the Conduct, Administration and Management of the Assessment of the National Senior Certificate, as well as the Protection of Information Act, 1982 (Act No. 84 of 1982), as amended by Intelligence Services Act, 1996 (Act No. 38 of 1994), Justice Laws Rational Act 1996, (Act No. 18 of 1996)

2. PROBLEM STATEMENT / PROJECT DEFINITION

The current contract expires in August 2024. The aim is to enter into a new contract to procure the services for the printing, packing and storage of all high security examination and assessment related materials. The service provider will have to provide an end-to-end printing, sorting, packaging, distribution and electronic archiving solution of question papers, answer books, other examination and assessment material for candidates sitting for the October/November and May/June National Senior Certificate, Senior Certificate, General Education Certificate (GEC), and provincial November examinations (Grades 3, 6, 9, 10 and 11) as well as a compulsory June and Preparatory examination for full-time Grade 12 candidates.

3. OVERALL GOAL/OBJECTIVE

The department seeks to contract a service provider that will provide customised premises to cater for high to medium security printing, packing and storage of examination-related printing, packing and storage that shall be done offsite the departmental premises and must be within the Buffalo City Metro (refer to Scope of Work and Terms of reference Number 5 below).

The successful bidder must also provide printing, packing and storage of low to medium security examination material within the premises of the ECDoE building located in Zone 6 Zwelitsha.

4. SCOPE OF WORK / TERMS OF REFERENCE

4.1 This specification consists of the following deliverables for the printing, packing, storage and provision of examinations data processing and innovations services of the high secure examination and assessment material.

4.2 The successful bidder shall be expected to provide printing, Packaging, storage and examination data services and innovations for some or all the following services: -

4.3 SERVICES REQUIRED

- 4.3.1 National Senior Certificate (NSC) Final Examination;
- 4.3.2 NSC May/June Examination;
- 4.3.3 Grade 12 June Common Examination;
- 4.3.4 NSC Preparatory Examination;
- 4.3.5 Amended National Senior Certificate Examination (June);
- 4.3.6 Grade 11 Final Examination;
- 4.3.7 Grade 10 Final Examination;
- 4.3.8 Grade 9 Final Examination and other examination as determined by ECDoE.
- 4.3.9 NSC Subject examination guidelines;
- 4.3.10 NSC Exemplars and PATS;
- 4.3.11 AET SBA Tasks;
- 4.3.12 Braille and Audios/Videos;
- 4.3.13 Maps Geography; Nautical Sciences, Maritime Studies
- 4.3.14 Assessment Instructions;
- 4.3.15 Examiners' and Moderators' reports;
- 4.3.16 Irregularities reports for Further Education and Training (FET);
- 4.3.17 Examination processes and procedures training manuals;
- 4.3.18 Results release documentation;
- 4.3.19 Printing of any other examination related material;
- 4.3.20 Material printed, electronic or another suitable format for improving learner performance;
- 4.3.21 Data and IT related services to complement and enhance ECDoE's performance in examination and assessment operations and data security towards improving learner performance;
- 4.3.22 The General Education and Training Examinations (GET);
- 4.3.23 The Assessment and Examinations documents related to Grades 1–9 and AET Level 4 that are not set nationally;
- 4.3.24 Examinations and Assessment related guideline documents related to Grades 1–9 and AET Level 4;
- 4.3.25 National Examination and Assessment Committee (NEAC) and Inter-District Examination and Assessment Committee (IDEAC) documents;
- 4.3.26 Examination and Assessment Information Booklets;
- 4.3.27 Printing of schedules and marksheets
- 4.3.28 Reports, Examination Resource material;
- 4.3.29 Report Cards, Promotion schedules etc.;
- 4.3.30 Packaging material i.e. bins, security bags, wrappers, SBA portfolio plastic bags, bin seals etc.

- 4.3.31 Peel off stickers for scripts labeling, question papers, script dispatching and returning containers
- 4.3.32 Any other provincially prescribed high stakes examination and assessment material related to Grades 1–9 and AET Level 4;
- 4.3.33 Grades 1-9 Subject examination guidelines;
- 4.3.34 Learner Performance Reports from Grades 1-9 and AET level 4;
- 4.3.35 Irregularities reports GET and AET Level 4;
- 4.3.36 Procedure manuals for examinations related requirements;
- 4.3.37 Results release documentation for AET Level 4; and
- 4.3.38 Other printed and related material related to Grades 1–12;
- 4.3.39 Examination supplementary teacher and learner support material.
- 4.3.40 The ECDoE Examinations and Assessment Directorate publishes a number of examination-related documents, other than examination question papers. These will be ordered when required and the same rate per sheet will apply.

4.4 ITEMS DESCRIPTION AND ESTIMATED DURATION/QUANTITIES

ITEM / SERVICE	DURATION/ QUANTITY	PAPER	INK
1. A4 Copying both sides	Annually -	80 g Bond	Black
2. A4 Copying both sides in Full Colour	Annually -	80 g Bond	Full colour
3. Braille printing	Per examination intervals	Special braille paper	Braille
4. Printing of answer books 32 back-to-back sheets saddle stitched – 2 staples on spine. Each book to be customised for each subject and number of papers on cover books and to be packed per school and per district	5 million (per year)	80 g Bond	Any Colour printed both sides.
5. Data and IT Services – Senior IT person	Rate per hour	-	-
6. Data and IT Services – Junior IT person	Rate per hour	-	-
7. Backup personnel to be provided	Rate per hour	-	-
8. A3 printed 1 side in Black Ink – per sheet	Annually	80 g Bond	Black
9. A3 printed 1 side in Full Colour – per sheet	Annually	80 g Bond	Full colour
10. Digital storage medium for Music, Computer	300 per exam session		

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ITEM / SERVICE	DURATION/ QUANTITY	PAPER	INK
Applications and Technology and Information Technology			
I I. Audio medium	500 per exam session		

5. EXPECTED DELIVERABLES/OUTPUTS/OUTCOMES

The successful bidder will be responsible for the specified services that will be procured throughout the duration of the contract.

5.1 FACILITIES/MACHINERY/EQUIPMENT TO BE PROVIDED BY THE SUCCESSFUL BIDDER OFFSITE AND ONSITE.

Printing machines to be used by the successful bidder for this service must have the capacity to produce the following:

- 5.1.1 All printing must be undertaken on ROLL FEED DIGITAL HIGH-SPEED MACHINES.
The bidder must supply a complete automated line for printing, binding, stapling, stitching, wrapping, and packing. It is mandatory that a complete automated backup up line is available in case of a breakdown or any interruptions. eg. Power outages
- 5.1.2 Capable of counting booklets into multiples of 5s, 10s and 25s and to pack and wrap question papers in plastic pre-sealers
- 5.1.3 The printing machines must be compatible to the latest windows server software. The software used to retrieve print jobs is WINET or similar. Furthermore, as security is of paramount importance as a result the bidder must utilize automated machines to minimise human contact and access to a bare minimum.
- 5.1.4 Approximately ± 100 million sheets will be required to be generated over a period of 12 months. Quantities may increase or decrease according to Departmental printing requirements;
- 5.1.5 The latest printing and packing machinery must be utilised;
- 5.1.6 Digital machines with three (3) or more roll feeders, have an output of 800 – 1 000 (or more) A3 prints per minute. An output of 400 – 500 A4 sheets double sided prints per minute, per machine;
- 5.1.7 Bidder must provide facilities for enlarged font for learners with barriers to sight.
- 5.1.8 Dynamic barcoding must be used. The online barcode, generated at the printing machine to be linked to the candidate's centre number, examination number and subject and paper (The system to indicate precisely which question papers was sent to which school).
- 5.1.9 Online booklet maker with folding and trimming facilities (at least 50 A3 pages) Online counting mechanism to count every print on the machine and online counting mechanism to count every completed booklet
- 5.1.10 Have facilities for electronic download of data for printing.

- Be able to handle maximum of 120-gram paper.
Must provide for cover page printing.
- 5.1.11 Digital cut sheet printing machine – Approximately 5 000 000 prints (150 – 180 A4 prints and 50 -70 A3 prints per minute) with multiple trays for A3 and A4 printing paper to print only in black on white.
- 5.1.12 Provide for cover page printing (on tinted paper when specified)
- 5.1.13 Stapling device to cater for A3 saddle stitch and A4 side stitch/gluing
- 5.1.14 Be compatible with software for digital downloading, barcoding of question papers and packaging system.
- 5.1.15 The bidder must provide machinery that has the capacity to produce braille printing for candidates with visual impairments.
- 5.1.16 The bidder must provide machinery that has the capacity to write audio media for candidates with learning barriers.
- 5.1.17 **The ECDoE must provide basic services and infrastructure. The successful bidder shall provide machinery, equipment, air conditioning facilities, security, access control system, relevant maintenance, security, and other security features that shall be determined from time to time by DBE, SSA, Umalusi and ECDoE to improve and update security and operational conditions.**

5.2 PACKING, WRAPPING AND BINNING OF QUESTION PAPERS AND OTHER MATERIALS

The wrapping, packing and boxing of materials is an important part of the process; ECDoE has the following timelines:

- Week 6 Papers handed to the printers after editing and proof-reading has been finalised and printing commences. (Papers will be submitted to the printer in consignments, as per the examination timetable);
- Week 5 Printing continues and question papers to be shrink-wrapped in batches of 5, 10 and 25 or as determined by ECDoE and stored in secure strong rooms. Each shrink-wrapped packet to be labelled with details of papers, barcodes, and all other requisite information as supplied by the ECDoE;
- Week 4 Printing continues as in Week 5;
- Week 3 Shrink-wrapped papers packed in separate tamper-proof packets as per specification in clause 5.5 of the specification document. A label specifying the details including district, Name of School/Centre, subject, quantities, date and time of examination.

These packets to be packed in plastic crates, according to each district. The dimensions of the crates must be 590 mm (L) × 390 mm (W) × 310 mm (H). Supplier to provide about **±5000 crates/bins**. Each crate to be sealed with security seal and labelled;

- Week 2 Collection of sealed crates by transport company for delivery to districts approved storage points; and
- Week 1 Papers written at schools.

5.3 IMPORTANT POINTS TO NOTE

- 5.3.1 Packing of papers is a two-step process. Firstly, all papers are printed, shrink-wrapped, and then packed in security bags. This is to ensure that no loose papers are left lying around. These security bags must be stored in secure strong rooms in crates.
- 5.3.2 Secondly, a week before collection, must be packed according to Departmental statistics per subject per school.
- 5.3.3 The process of shrink-wrapping and then packing in tamper proof packets adds an extra level of security. If the wrong outer packet is inadvertently opened in the exam room, and the invigilator realises the error, the second shrink-wrapped packet will provide another level of security.
- 5.3.4 There must be a complete packing system. Full traceability, tracking and accountability must be built into the system. Software and IT systems must cater to achieve this.

5.4 PLASTIC PACKAGING FOR AUTOMATED PACKAGING MACHINE (SHRINK-WRAPPING) MUST HAVE THE CAPACITY TO PRODUCE THE FOLLOWING:

- 5.4.1 The plastic must be 60 microns or greater.
- 5.4.2 Plastic material must be compatible with packing machines.
- 5.4.3 Plastic material must be durable.
- c Plastic material when sealed must be secure and not compromise the contents.
- 5.4.5 Plastic material must be labelled with the provided information.
- 5.4.6 Sealed plastic material must show evidence of tampering when seal is broken.
- 5.4.7 Coloured labels must be printed and affixed to the sealed packages (shrink-wrapped packaging as well as on the security bag) as per specifications supplied by ECDoE or printed on the package.

5.5 SPECIFICATIONS FOR PLASTIC PACKAGING FOR SHRINK-WRAPPED PACKAGES (MANUAL INSERTION)

- 5.5.1 Approximately 300 000 tamper-proof, colour, plastic security bags in various colours are required for the distribution of examination material. A sample of the packet can be inspected at the ECDoE.

- 5.5.2 The Eastern Cape Department of Education logo must be clearly printed on all sides of the completed package and the seal of the package must not interfere with the ECDoE logo.
- 5.5.3 The front of the plastic packaging must cater for pre-printed information and the design will be as set out by the Eastern Cape Department of Education and may be redesigned from time to time for security reasons.
- 5.5.4 The back of the plastic package must be the colour of the plastic chosen and must not be opaque.
- 5.5.5 All sides of the package must be sealed except the top which should have a flap. The inside of the flap must contain strong self-adhesive glue; a strip of cellophane paper must cover the self-adhesive glue and must be easily removable to seal the package – as per sample that may be inspected at the ECDoE's premises.
- 5.5.6 Packing material must meet all security requirements of the Examinations and Assessment Directorate, which may be changed from time to time.
- 5.6 PACKAGING MACHINES MUST HAVE THE CAPACITY TO PERFORM THE FOLLOWING:**
- 5.6.1 Automated counting and packaging
- 5.6.2 Count to a maximum of 250 booklets. Counts must be in multiples of 5.
- 5.6.3 Online barcode reader to read bar code/QR code of question papers in the counting process and to read the bar code of the package containing the question papers after the package has been sealed and correctly weighed.
- 5.6.4 Attached weighing mechanism.
- 5.6.5 Online counting of sealed packages. Mechanism to allow choice of count.
- 5.6.6 Attached automatic strapping and sealing machine
- 5.6.7 Must be able to shrink wrap the pre-packaged examination material.
- 5.7 PAPER REQUIREMENTS:**
- 5.7.1 Bond Paper 80 – 100 grams
- 5.7.2 White paper and various colour paper to be provided
- 5.7.3 Special Braille paper and enlarged print.

5.8 WASTE MANAGEMENT

- 5.8.1 There must be no fewer than four high-volume cross-cutting fine-shredding machines.
- 5.8.2 Highly secured waste strong room for the secure storage of the examination waste material (shredded and in bales) until its final disposal after the writing of examinations.
- 5.8.3 Proper registers of waste material being stored and disposed (Waste Material register -signed on a daily basis).
- 5.8.4 There must be a permanent security guard allocated to the waste management facility and be under 24hour surveillance with cameras and recording facilities.

5.9 COMPUTERISED PACKING SYSTEM MUST HAVE THE CAPACITY TO PERFORM THE FOLLOWING:

- 5.9.1 The provision of a custom-written programme to ensure that all question papers are packed in the correct packaging and quantities after computer verification of candidate statistics.
 - 5.9.2 The provision of all labels and packing lists for all consignments delivered.
 - 5.9.3 Full details of the computerised computer systems and software must be provided.
- 5.10 SERVICE PROVIDER'S OWN PREMISES: ALL FACILITIES, EQUIPMENT AND INFRASTRUCTURE AS SPECIFIED IN SUB-SECTIONS 5.1 TO 5.9.
- 5.10.1 The service provider must provide a secure facility of their own to handle medium to high security printing. This facility may also be used as a disaster recovery site in the case of unforeseen events or disasters.
 - 5.10.2 The external printing facility must be geographically located in the Buffalo City Metro area to enable daily monitoring to be undertaken by Departmental staff for operational purposes.
 - 5.10.3 To cater for lower volumes, sheet fed digital copying machines may be used.
 - 5.10.4 It is required that between 6 and 8 high speed MACHINES – 50 to 70 sheets per minute double-sided machines – must be used. All other specifications must be adhered to; no other outside work must be undertaken at designated examinations printing area. .

5.11 FACILITIES, EQUIPMENT AND SECURITY SYSTEMS AT BOTH ZWELITSHA DEPARTMENTAL PREMISES AND SERVICE PROVIDER'S PREMISES MUST HAVE THE CAPACITY TO PERFORM THE FOLLOWING:

- CCTV cameras with motion detection and night vision mode linked to 24-hour computerised monitoring system also linked to specified smart phone facilities to prescribed supervisors and officials as determined by ECDoE and the service provider.
- ECDoE officials must have a separate CCTV back up system which is restricted to approved officials only.
- CCTV cameras must be artificially intelligence enabled linked to armed response.
- Alarm system linked to armed response company.
- A minimum of two armed guards on 24-hour duty at all points of entry and exit to building where examination material is printed.
- Gate controlled access with full registration of all persons and vehicles.
- All personnel to be utilised in this contract must be vetted.
- Electronic/biometric access control at all entry points.
- Double locking system strong rooms with adequate space for storage of all question papers and other highly secured and sensitive examination material.
- The ECDOE must be provided with a 24-hour live digital feed of the printing, packing and storage processes of the examination and assessment material. The live digital feed must be able to be accessed via cellular phones and laptops. The live digital feed shall only be accessed by authorised ECDoE officials.
- A full body scanner with metal detection must be placed at the entrance and exit points

5.12 SERVICE PROVIDER(S) TO DEVELOP QUALITY MANAGEMENT PLAN AND SYSTEM

Details of quality management system to ensure zero defect in quality.

- 5.12.1 Premises allocated must be secured and solely dedicated to examination work.
- 5.12.2 The premises will have to comply with strict security measures and have sufficient secure storage space. The ECDoE shall have the right to conduct an in-loco inspection of the facility and the premises, as part of the evaluation process.
- 5.12.3 Working space dedicated for the printing, packing and storage of examination papers and material, even if the work area is sub-divided, must not be in different sites. Office space must be provided for ECDoE officials on the premises to do quality assurance of assessment instruments.

5.12.4 ADDITIONAL REQUIREMENTS

- Hoist or conveyor belt required to move printed material to

- storage areas.
- Submission of a Security Printing Accreditation Scheme Certificate supplied by an approved organization such as the printing Industries Federation of South Africa (PIFSA).
- In the case of a consortium or Joint Venture, proposals must contain:
 - 1) Partnership Agreements/Joint Venture Agreements signed by all party representatives,
 - 2) Proposed revenue split and,
 - 3) A valid SANAS-accredited consolidated BBBEE Certificate.
 - 4) Proof of CSD registration for each party to a consortium or Joint Venture
- The bidder must show proof of ownership of a site or provide proof of a lease agreement with the owner of a suitable building signed by both the owner and the bidder.
- Provide letter of Certification or Partnership with Original Equipment Manufacturer (OEM).
- Strong rooms that meet the specifications for strong rooms (Annexure A) used to store examination material must be available. These specifications include highly secured doors with double locking system, concrete roof, no windows, fire detection and fire alarm, fire extinguishers and sprinkler systems.
- At least one fully qualified and certified technician must be available on site when printing and packing is being done.
- The technician on site must be able to attend to all maintenance and upgrades and provide the required support.
- The equipment must conform to the Security Standards for Office Printing Products.
- The service provider must provide dedicated canteen services for its workers to limit movement in and out of the premises during printing periods.
- All personnel appointed to undertake duties in respect of this contract by the successful bidder must obtain Security Clearance (SAPS 69 Form) and Credit vetting. The relevant clearances must be furnished to the ECDoE within 30 days of the successful bidder being awarded the contract.
- A senior representative of the service provider must be present in weekly meetings convened by the Chief Directorate of Examinations and Assessment. Weekly reports must be submitted at these meetings detailing the progress in respect of the management plan of examinations and agreed upon provisions of the service level agreement.
- The service provider must operate and perform the functions and duties as prescribed.
- The Transportation service provider must be able to load and offload the material in enclosed areas covered by CCTV cameras and without being viewed by the public.

6. AWARDING OF THE TENDER CONDITION

6.1 THE AWARDING OF THIS BID WILL TAKE PLACE IN 2 PHASES THAT MUST RUN CONCURRENTLY AS FOLLOWS:

Phase 1 – The successful bidder will receive a bid award letter, authorising them to set up the facilities, at Examinations and Assessment premises within a period of one month (30 calendar days).

Phase 2 – The bidder must – within a period of two months (60 calendar days) – set up the back-up printing and packing facilities as outlined in the scope of work and terms of reference above. Once the facilities are set up, ECDoE will inspect the facilities and ensure that all specifications have been adhered to. Orders for the actual work to be undertaken will only be issued once ECDoE is satisfied that all the equipment is installed and operational and all systems and staff are in place. Should this not be done, the award will be cancelled. In such an instance, the ECDoE reserves the right to issue the award to the second most successful bidder in terms of evaluation outcomes.

6.2 INSTALLATION AND COMMISSIONING OF THE ENTIRE PRINTING, PACKAGING AND STORAGE SYSTEM WITH NEGOTIATED TIME FRAMES AFTER THE DATE OF AWARDING OF BID.

- Provide a comprehensive programme in respect of training and support to the Operators, IT staff, Administration and Pre-press personnel on an ongoing basis.
- Undertake printing overflow and/or recovery.
- Conduct regular audits to ensure that administrative and operational standards are adhered to within the specified service level agreement.
- Ensure efficient software integration with the current departmental systems in consultation with the Provincial and Departmental information technology unit.
- Ensure efficient software integration with the current departmental systems in consultation with the Provincial and Departmental information technology unit.
- The On-Site Manager and the Site Technician/Service Engineer shall be responsible for the following responsibilities:
 - o Arrange for stand-by coverage with their clients for back-up purposes.

- o Co-ordinate healthy interaction between ECDoE and the service provider/s.
- o Ensure maximum productivity scheduling the necessary maintenance and servicing for all equipment.
- o Keep the Client updated with regular reports and forecasts relating to the output of papers.
- o Co-ordinate the ordering and control of consumables (i.e., staples, plastic rolls, paper etc.).

6.3 NON-COMMITTAL CONTRACT

This tender is a non-committal contract, ECDoE will not commit itself to any specific quantities or amounts for the duration of this contract. The amounts and volumes of sheets to be printed shall be determined by ECDoE per financial year based on the work to be done. This means that the invoice will be produced as according to the work done.

6.4 OTHER CONDITIONS

- Service provider/s must be able to demonstrate a proven track record in the printing and packing of high security printed materials.
- The ECDoE reserves the right to award the entire bid, or part of the bid or not to award the bid.
- No information concerning departmental activities, including but not limited to the printing schedule, must be divulged to the public and/or print or digital media by the successful bidder or its employees. Failure to comply with this requirement will be regarded as breach of contract.
- In addition to the requirements and specifications highlighted in this document, the successful bidder must comply with any security and control measures as applicable at the Examinations and Assessment depot in Zwelitsha, district offices and the despatch service provider.
- ECDoE reserves the right to conduct in-loco inspections.
- The service provider together with the ECDoE shall constitute a Project Steering Committee as embodied in the Service Level Agreement.
- The service provider will provide a report on the progress on deliverables against the detailed work plan at least weekly or monthly as determined in the Service Level Agreement.
- The service provider shall inform the ECDoE in writing of any reason, which may prevent the timely submission of a progress report.
- The Examinations and Assessment Directorate deals with documents of a very sensitive nature. Thus, the successful bidder/s and its employees rendering services in terms of this bid shall sign an undertaking of confidentiality in protecting the interests of the ECDoE, regarding the handling of such sensitive material and information.
- The prescribed confidentiality forms must be signed by all bidder's personnel to be involved in this contract; the department reserves the right to vet all involved personnel.

- No information concerning Departmental activities, information, and documentation, must be divulged to the public and/or the news media by the successful bidder/s or its employees. Failure to comply with this requirement will be regarded as a breach of contract.
- A service level agreement will be signed between the ECDoE and the Successful Bidder
- The successful bidder must collaborate and work with the secure Transportation service provider in all matters of delivery.
- The bidder must comply with all Examinations and Assessment related prescripts that may be published and amended from time to time.
- The successful bidder will report operationally to the Chief Education Specialist: Examinations and Assessment Instrument Development and Item Bank, as the official appointed by the ECDoE for this output.

6.5 UNSATISFACTORY PERFORMANCE / TERMINATION OF CONTRACT

- 6.5.1 The ECDoE reserves the right to terminate the contract with immediate effect, without notice if the service provider commits a material breach of the contract thereby affecting the integrity of the examination and assessment.
- 6.5.2 The ECDoE reserves the right to terminate the contract on seven calendar days written notice if the service provider commits a non-material breach of the contract.

7. COMPETENCIES AND EXPERTISE REQUIRED

- The personnel of the bidding service provider must be able to effectively communicate with the members of the Examinations and Assessment Directorate.
- The bidder/s must submit a proof of location (place where bidder's offices and printing facility are located/situated). The ECDoE shall conduct a mandatory in-loco inspection including all facilities and equipment.
- The bidder must submit a business profile and a project plan indicating how they plan to conduct their business with ECDoE in response to the requirements of this bid.
- In addition to the requirements and specifications stated in this document, the successful bidder must comply with any security and control measures as applicable at the Examinations and Assessment Directorate and the ECDoE in general.
- In addition to the above, the successful bidder must be able to supply proof of a successful track record in the field of printing and packing service rendered in the past. This includes, but is not limited to, the ability to provide backup/additional equipment and/or personnel on demand.

8. MANAGEMENT REPORTING REQUIREMENTS

The ECDoE will undertake the following:

- 8.1 Monitoring of security and storage facilities.
- 8.2 Chairing of weekly committee meetings to monitor full progress and operations in connection with the contract.
- 8.3 Quarterly review of service provider's contractual obligations.

9. CONTRACT PERIOD AND TIME FRAMES

- 9.1 The award of this tender shall be for a period of three (3) years with the ECDoE having an option to extend for a period not exceeding twenty-four (24) months.

10. RESPONSIBILITIES OF ECDOE

- 10.1 Provide the information that needs to be printed to the successful bidder in the prescribed format, which might be in electronic or printed form as might be required by ECDoE from time to time.
- 10.2 ECDoE shall provide suitable premises in Zwelitsha for low to medium security printing. It is reiterated that it shall be the responsibility of the successful bidder to provide security, printing equipment and all other resources required for the performance of the services in terms of this bid. It shall be the responsibility of the successful bidder to provide all the resources, physical and otherwise for medium and low security printing.
- 10.3 The ECDoE shall ensure that all reasonable information required by the successful bidder is timeously provided.
- 10.4 The ECDoE shall ensure that all invoices together with supporting documentation are paid within thirty (30) days from date of receipt.

11. BID PRICING STRUCTURE

Prices shall be inclusive of all costs e.g. printing costs, staff, plastic bags, bins, cable ties, seals, shrink wrap etc. Bidder(s) are required to illustrate pricing in respect of year 1, 2 and 3 in the table below. Bidder(s) who do not correctly complete all the columns in the Table will not be considered. All prices quoted must be inclusive of all costs and VAT.

11.1 Estimated Material requirements

Item	Estimated Quantities Per Annum
A4 printed 2 sides in Black ink – per sheet	100 000 000
A4 printed 2 sides in Full Colour – per sheet	300 000
A3 printed 1 side in Black ink - per sheet	500 000
A3 printed 1 side in Full Colour – per sheet	500 000
Audio media for Music, Computer Applications and Technology and Information Technology	500
Audio and Video media s	200
Braille – per sheet	100 000

11.2 Estimated Labour requirements (Technical Skills for ECDOE requirements)

Item	Quantity	Rate per Hour
Data and IT Services – Senior Staff – per hour	1	
Data and IT Services – Junior Staff – per hour	1	

11.3 Pricing: Material and Labour

Item	Years					
	1		2		3	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A4 printed 2 sides in Full Colour – per sheet						
A3 printed 2 sides in Black ink – per sheet						
A3 printed 2 sides in Full Colour – per sheet						
Braille – per sheet						
Audio media for Music, Computer Applications Technology and Information Technology						
Audio and Video media						

Senior IT Staff: Senior Manager (NQF 7 or above)

Minimum experience: Seven (7) years of experience in the respective field.

Junior IT Staff: Assistant Manager (NQF 6 or above)

Minimum experience: Three (3) years of experience in the respective field.

	Rate per hour		
	Year 1	Year 2	Year 3
Data and IT Services – Senior Staff – per hour			
Data and IT Services – Junior Staff – per hour			
TOTAL			

11.4 Total Bid Price over 3 years

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Total Bid Price (Inclusive of VAT)	
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THE ECDOE MAKES NO FIRM COMMITMENT TO QUANTITIES AND THE ESTIMATED CONTRACT VALUE AS THE NATIONAL DEPARTMENT OF EDUCATION ISSUES GUIDELINES ON EXAMS TO BE WRITTEN. THE CONTRACT WILL BE USED ON AN AS-AND-WHEN REQUIRED BASIS. THE QUANTITIES ARE PROVIDED AS A GUIDE. THE CONTRACT WILL BE RATES- BASED.

11.5 Price Breakdown

Cost	Percentage Breakdown
Material	
Labour	
Total	100%

12. EVALUATION CRITERIA

EVALUATION OF THE BID

In terms of the Revised Preferential Procurement Policy Framework Act (PPPFA) and Regulations and the PPR of 2022, Bids with a threshold value of more than R50 000 000,00 will be evaluated on the *90/10* principle and for Bids below R50 000 000,00 the *80/20* principle will apply and points will be allocated as per below table.

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

CLAIMING OF PREFERENCE POINTS

- o Preference points allocated to Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- o Preference points for Locality may be allocated Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- o Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such a person has ownership of 51% or more of the enterprise shareholding.
- o 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.
- o For promotion of enterprises located within the Eastern Cape Province, points may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in

another province but has a fully-fledged branch within the Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

- o Preference points may be allocated to other RDP goals as follows:
 - Promotion of South African owned enterprises
 - Promotion of export-oriented production to create jobs
 - Creation of new jobs or intensification of labour absorption
 - Promotion of enterprises located in the rural areas
 - Promotion of enterprises located in specific municipal areas for work to be done or services to be rendered in that municipal area.

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

N O	Preferential Goals Historically Disadvantaged Individuals	Possible Supporting Documents
1	Women Participation	CSD report and ID copy of owner/s and proof it is owned by women
2	Persons with Disabilities	Confirmation of disability by a registered practitioner
3	Promotion of Youth	CSD report and ID copy of owner/s
4	Enterprises located in the Eastern Cape Province	Proof of residence in the form of municipal bills, title deeds and signed lease agreements
5	Promotion of Military Veterans	Certificate of registration, CSD report and ID copy of owner/s
6	In case of JV and Consortiums	Company composition documents and JV agreement indicating % allocation of work per JV partner

FUNCTIONALITY POINTS ALLOCATION

CRITERIA			
CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
I. Functionality	75		
I.1 Entities Experience and Value of work	(25)		
I.1.1 Proof of references in terms of printing, packing of high security assessment and examination material – previous/present work done		<ul style="list-style-type: none"> • 25 points for the portfolio contracts that equals or exceeds an amount of R100m • 15 points for portfolio contracts that is less than R100m and more than R50m. • 10 points for the portfolio contracts that is less than R50m and more than R30m. • 0 points for the portfolio contracts that is less than R30m 	Submission of company profile and appointment letters. Reference letters from various clients indicating contract value, scope of work and quality of the service as indicated in appointment letters.
I.2 Fully set-up and operational printing facility.	(20)		
I.2.1 Printing facilities (Site, Machines /Equipment, Resources)		<ul style="list-style-type: none"> • 20 points for proof of ownership • 15 points for duly signed lease in respect of printing machines and other relevant machines/equipment. • 5 points for letter of intent 	Purchase agreement with maintenance contract. Lease agreement with maintenance contract. Acceptable form of letter of intent (These are subject to verification).
I.3 Proposal, evidencing, experience of senior workforce assigned to project	(10)		
I.3.1 Detailed proposal which		<ul style="list-style-type: none"> • 10 points for project manager with 15 years 	Detailed proposals.

CRITERIA			
CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
responds to the terms of reference and specification with specific reference to the expertise and experience of the project manager.		or more relevant experience. • 8 points for project manager with 10 to 14 years of relevant experience. • 6 points for project manager from 05 to 09 years of relevant experience. • 0 points for project manager with less than 05 years of relevant experience. *Relevant experience means managing printing of confidential documents in a highly security environment.	Detailed CVs of project managers Junior and senior workforce CV's.
I.4. Project plan detailing how the project will be executed	10		
I.4.1. Detailed project plan setting out time-frames, milestones, risk mitigation strategies		<ul style="list-style-type: none"> • 10 points for a proposal consisting of a methodology on how this project will be executed to ensure the safety and security of the Examination and Assessment material for the EC Province. • A detailed methodology must include the following elements: operational planning including procedures that must be followed by staff members when dealing with examination and assessment material, 	Detailed project plan

CRITERIA			
CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
		<p>risk assessment and risk mitigation in the event of threats or disruptions. CVs of personnel indicating relevant experience in the similar environment.</p> <ul style="list-style-type: none"> • Proposal that is comprehensive and inclusive of all elements indicated above, demonstrating experience in this field of work. • 0 points for a proposal that is not comprehensive and does not detail any of the above or none submission thereof. 	
1.5 financial capital rating	10		
1.5.1 Detailed proof o financial rating		<ul style="list-style-type: none"> • Points will be allocated on the capacity of the service provider to sustain the project financially. If it is found that a service provider has financial capacity based on submitted proof, the points will be allocated as follows: • A Rating above = 10 • B rating =8 • C Rating= 5 Below C = 0 	Bank written letter

IMPORTANT: BIDDERS WHO SCORE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE ELIMINATED.

13. ELIMINATION CRITERIA

13.1. Failure to complete and sign all the standard bidding forms (SBD1, SBD3.1, SBD4 & SBD6.1).

13.2. The bid proposal must be packaged as per guidelines provided in the specifications under the heading 'FORMAT AND SUBMISSION OF BIDS'.

13.3 Failure to submit a detailed proposal on how the project will be executed together with detailed CVs of Senior and junior workforce.

13.4. Failure to provide proof of ownership of a site or provide proof of a premises in BCM and a lease agreement with the owner of a suitable building signed by both the owner and the bidder.

13.5. Failure to comply with the prescribed printing, packing and storage requirements.

13.6. Failure to submit a Security Printing Accreditation Scheme Certificate supplied by an approved organization such as the printing Industries Federation of South Africa (PIFSA).

13.7. Failure to provide letter of Certification or Partnership with Original Equipment Manufacturer (OEM).

Failure to comply with all the above-mentioned requirements shall result in the bid being disqualified.

14. BID POLICIES, PROCEDURES, TERMS AND BID CONDITIONS

14.1 In addition to those stipulated in any other sections of the bid documents, potential bidder/s should be especially aware of the following terms and conditions:

14.1.1 Only bidder/s that have met the requirements of the bid specification are deemed responsive thereto shall be considered for the evaluation / adjudication processes.

14.1.2 Bidders are requested to complete the attached preference point's claim form (SBD6.1) to be considered for the allocation of preference points.


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

14.1.4 The ECDoE may, before a bid is evaluated, adjudicated, or at any time, require a bidder to substantiate claims made in the bidding document.

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14.1.5 A contract may, on reasonable and justifiable grounds, be awarded to a bidder/s that did not score the highest number of points.

14.1.6 Bidders are encouraged to register on the Central Suppliers Database (CSD).

	14/03/2024
MR E.M. MABONA (A)CHIEF DIRECTOR: EXAMINATIONS AND ASSESSMENT	DATE

(A) ENQUIRIES

Contact persons concerning this bid should be directed as follows:

Mr P. Nxozana	SCM enquiries	Tel (040) 608 4524
Mr S. Mosele	Technical enquiries	Tel (040) 602 7069

Strong room policy

I. STORAGE OF QUESTION PAPERS AND ANSWER BOOKS

I.1 Norms and standards

- (a) Codes for safes situated within the secure area are changed every three months and are known only by one designated official working within the unit.
- (b) Keys to safes are kept by a designated official in another key safe with codes known only by the designated official.
- (c) Keys to a safe may not be taken home by the designated official nor kept on his/her person, but always locked away in a key safe immediately after use.
- (d) No official is allowed to access the safe alone.
- (e) The Head of Examinations designates a second official as back-up in the event that the first official is away from the office.
- (f) As far as possible the necessary precautions shall be taken to ensure the optimal security of the national question papers at all times.
- (g) All persons entering a safe/strong room must complete a register indicating name, date, time in and time out and the reason for entering.

Strong room in secure areas/districts and nodal points

- (a) Question papers and answer scripts are stored in a designated strong room and/or safe.
- (b) Access to the strong room is limited to specified officials, designated annually.
- (c) Access to the strong room is monitored and controlled at all times.
- (d) All officials must sign in and out of the strong room register and indicate reasons for entering the strong room.
- (e) Two officials jointly access the strong room/safe whenever examination material is stored in the strong room.
- (f) All strong room/safes have a double locking system on one key is allocated to each of the two designated officials for

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safekeeping. Where a double locking system is not possible, the Head of Examinations records the security drawback and determines a secure means of storing the key to prevent a single official from accessing the strong room alone.

- (g) The strong room key must not be handed to other persons even when there is no examination material in the strong room as the security of the key could be compromised.

Security in respect of strong rooms/safes at schools/examination centres

- (a) Question papers and answer scripts are stored in a designated strong room and/or safe.
- (b) Access to the strong room is limited to the chief invigilator, who must be accompanied by at least one and no more than two invigilators whenever examination material is stored in the strong room.
- (c) Access to the strong room is monitored and controlled at all times.
- (d) The strong room/safe is double-locked at all times when the delegated persons are not present.
- (e) A double locking system is preferable for the strong room/safe and one key is allocated to the chief invigilator and the second to a senior member of staff for safe-keeping.
- (f) The keys do not leave the premises but are stored in key safes to which only the respective custodians of the strong room/safe key have access.
- (g) An account must be kept of those who handle the strong room keys when there is not examination material in the strong room to keep the key safe and secure.
- (h) The name of an approved safe/strong room locksmith should be kept by the principal.

Strong rooms and record rooms

C.3.9.1 Construction

Construct strong rooms and record rooms with concrete slab ceilings and floors. Walls are to be 220 mm thick brickwork or 200 mm thick concrete.

C.3.9.2 Strong room doors

Strong rooms doors are to comply with Category 1, 2, 3 or 4 of SABS 949 according to the type and degree of security required. For full particulars see Clause 13.13 of the Standard Specification.

C.3.9.3 Ventilators

Ventilators are to be provided in the walls of strong rooms as specified in Clause 13.15 of the Standard Specification.

Record room doors

Record room doors are made of solid timber. Doors and frames are lined with sheet steel, except where one side faces a corridor and that side is not required to be lined. These doors are to be fitted with a pin tumbler dead lock in addition to the ordinary lock.

C.3.9.5 Windows

The windows of record and Corpus Delicti rooms are to be protected by steel roller shutters with fusible link. In addition, provide guard bars to Corpus Delicti rooms and to all record and store rooms.

C.3.10 Ironmongery

C.3.10.1 Schedule of door details

On the detail drawings of doors, wooden windows, wooden gates and other relevant items, schedule the ironmongery to be fitted.

C.3.10.2 Departmental standard range

Wherever possible select ironmongery from the standard departmental range, samples of which are on view at Head Office and all Regional Offices. Quote the sample numbers in the schedule. (Refers to the "Hardware Sample List").

C.3.10.3 Special requirements

Where there is nothing suitable in the standard range describe the requirements briefly in the schedule and submit a detailed description for incorporation in the Bill of Quantities.

C.3.10.4 List of suitable locks and furniture

As a guide to the selection of door locks and furniture in accordance with departmental practice, the following is a list of those most commonly used:


Application Article

- (i) Internal doors of houses, flats and other domestic work 2-lever lock set
- (ii) External doors of flats, houses and other domestic work 3-lever lock
- (iii) Internal doors of hostels, nurses' homes, institutional buildings, etc .. 3-lever lock
- (iv) External doors of hostels, nurse's homes, institutional buildings, etc 75 mm 5-pin tumbler cylinder upright mortice lock having a single cylinder, double cylinder or knob cylinder as required
- (v) Office blocks, Police Stations and public building. 75 mm 5-pin tumbler cylinder upright mortice lock having a single cylinder, double cylinder or knob cylinder as required

Refer to sample


RECOMMENDED / ~~NOT RECOMMENDED~~

COMMENTS



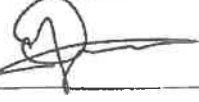
CHAIRPERSON: BSC

30.04.2024
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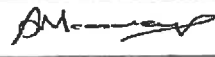
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ACTINGHEAD OF DEPARTMENT

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