higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

RFQ393/2026

REQUEST FOR QUOTATION PRICE QUOTATIONS

INSTRUCTIONS:

- *All Request for Quotations (RFQ) responses MUST be accompanied by the attached **SBD 1**, **SBD 3.1**, **SBD 4**, **SBD 6.1** & **POPIA** consent form fully completed and signed. (Only the attached SBD Forms must be returned).*
- *Quotations received will be evaluated firstly on pre-compliance evaluation, then on functionality evaluation (where applicable), and thereafter 80/20-points scoring basis. 80 points price and 20 points for specific goals.*
- *Bidders who wish to claim points for specific goals applicable for this **RFQ**, must ensure that the SBD 6.1 claim form is completed. Proof or evidence for claiming points for specific goals as stipulated on the SBD 6.1.*
- *For local production and content as determined by DTI, suppliers should submit completed and signed SBD 6.2 as well as **annexure C.***
- ***Quotation should be dated and signed on the company's letterhead.***
- *Quotations should be valid for a minimum period of 90 days from the date of the quotation.*
- *All prices quoted must be VAT inclusive, service providers who are not registered for VAT must indicate this clearly on their quotation.*
- *For construction/maintenance/alterations related services submit proof of **CIDB registration**.*
- *Late responses will not be considered.*
- ***All Quotation responses MUST be submitted via email below***

DETAILS OF SUPPLIER			
SUPPLIER NAME:			
TEL. NO:		**FAX NO:**	
ATTENTION:			
DATE:	**10 November 2026**		

SUBMIT QUOTATION TO:			
NAME & SURNAME:			
TEL NO:		**EMAIL:**	**quotation@dhet.gov.za**
CLOSING DATE FOR QUOTATION(S):	**27 November 2026**		
CLOSING TIME FOR QUOTATION(S):	**11h00**		
DELIVERY ADDRESS FOR GOODS /SERVICES	**117 -123 Francis Baard Street – Dept of Higher Education and Training**		
BRIEFING SESSION	**N/A**		
VALIDITY PERIOD	**90 DAYS**		

PLEASE QUOTE ON THE FOLLOWING ITEM(S)		
ITEM	**DESCRIPTION OF ITEM(S) REQUIRED**	**QUANTITY OF ITEM(S)**
	RFQ393/2026: TERMS OF REFERENCE FOR THE APPOINTMENT OF AREA OF STUDY SPECIALISTS/ SUBJECT MATTER EXPERTS TO REFINE CURRICULUM AND DEVELOP EXAMINATIONS AND ASSESSMENT GUIDELINES FOR THE NATIONAL SENIOR CERTIFICATE FOR ADULTS (NASCA)	

Bidders who responded to RFQ279/2026 MUST resubmit as this is re-publication due to poor responses.

- **Please make sure that you attach your signature, date and validity period on your quotation.**
- **Please make sure you put RFQ number RFQ393/2026 on the subject line when sending the quotation and required documents.**
- **Bidders MUST make a cost breakdown of their quotations.**
- **Please complete, sign all the attached SBD forms and claim points on SBD 6.1**

higher education & training

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TERMS OF REFERENCE FOR THE APPOINTMENT OF AREA OF STUDY SPECIALISTS/ SUBJECT MATTER EXPERTS TO REFINE CURRICULUM AND DEVELOP EXAMINATIONS AND ASSESSMENT GUIDELINES FOR THE NATIONAL SENIOR CERTIFICATE FOR ADULTS (NASCA)

INTRODUCTION

1. The Department of Higher Education and Training (The Department) is establishing a team of Area of Study Specialists/ Subject Matter Experts to refine the NASCA curriculum and develop examinations and assessment guidelines) for students undertaking the National Senior Certificate for Adults (NASCA).

BACKGROUND

2. The Department of Higher Education and Training (the Department) is requesting potential curriculum/ subject matter experts to submit Curriculum Vitae for consideration to be appointed as panellists for the National Senior Certificate for Adults (NASCA) curricula.
3. The National Senior Certificate for Adults (NASCA) is a qualification at Level 4 of the National Qualifications Framework (NQF) targeting young people and adults who want to complete a matric equivalent level of education.

4. In April 2024, Minister established a task team to review the NASCA and in September 2025 a final report of the NASCA task team was approved by the Minister.

5. These terms of reference for the appointment of area of study specialists to develop the curriculum and examinations and assessment guidelines for the reviewed NASCA, are based on the NASCA task team's recommendations.

PURPOSE

6. The aim of establishing a team of area of study specialists is to ensure the availability of suitably qualified and experienced specialists to refine the curriculum and develop examinations and assessment guidelines for the NASCA.

7. Completion of the NASCA should provide evidence that candidates are equipped with knowledge, skills and values necessary for meaningful social, political and economic participation in their communities. Furthermore, this qualification should form a basis for further learning and enhance the likelihood of employment for participants.

SCOPE OF WORK FOR NASCA AREAS OF STUDY CURRICULUM SPECIALISTS

8. Design/ refine areas of study specific curriculum statements and learning outcomes that align with educational policies and standards and the draft NASCA qualification.
9. Ensure content and cognitive alignment and articulation with existing comparable subjects in the CAPS and NCV, where applicable, consistent with the curriculum approach of the task team.
10. Evaluate and revise the curriculum to integrate emerging trends and technologies.
11. Finalise the learning outcomes and assessment standards for the specific areas of study, taking into account recommendations from the task team reports and Umalusi curriculum and quality assurance requirements.
12. Recommend textbooks, resources, and technologies that support the curriculum.
13. Develop formative and summative assessment strategies aligned with curriculum objectives.
14. Collaborate with other specialists to support the development of quality curriculum and assessments.

SCOPE OF WORK FOR NASCA AREAS OF STUDY ASSESSMENT SPECIALISTS

15. Develop assessments tailored to areas of study-specific curriculum content: such assessments in the learning materials need to scaffold the development of reasoning and other forms of thinking during the learning process.
16. Develop areas of study-specific assessment and examination guidelines for NASCA.
17. Develop assessment exemplars, question papers and diagnostic tests.
18. Develop assessment manuals for learners and lecturers.
19. Align assessments with national NSC/ NC(V)4 curriculum and assessment standards.

DELIVERABLES

20. A detailed project work plan inclusive of all activities and outputs, resources and timelines for the refinement of the curriculum and the development of examinations and assessment guidelines for learners undertaking the NASCA.

21. Curriculum statements for the specific areas of study for the NASCA.

22. Examination and Assessment Guidelines for the specific areas of study for the NASCA.

23. Lecturer assessment manuals for the specific areas of study for the NASCA.

24. Develop assessment exemplars/ question papers.

25. Develop assessment manuals for lecturers.

DURATION

26. Work will commence upon the appointment of subject matter experts and it is expected to take up to **4 months to complete the deliverables.**

SPECIFIC KNOWLEDGE & SKILLS REQUIRED OF NASCA CURRICULUM AND ASSESSMENT SPECIALISTS

27. In-depth knowledge and a broad, general understanding of the Areas of Study matter under consideration and the specified curriculum & assessment standards.
28. Expertise in educational theories, particularly those related to adult learning, teaching and learning in a second language, and the assessment methodologies suitable for such learners.
29. Relevant teaching experience and expertise, and an interest in the self-actualisation of adult learners.
30. Expertise in national/provincial standardised assessments is an added advantage.
31. Proficiency in Microsoft Office, particularly Excel and Word.
32. Effective communication and leadership skills for training lectures/lecturers and collaborating with stakeholders.
33. Awareness of educational trends and developments related to their Area of Study.
34. Understanding the research processes associated with curriculum and assessment development.

REQUIREMENTS AND QUALIFICATIONS FOR APPOINTMENT OF CURRICULUM AND ASSESSMENT SPECIALISTS

35. The subject matter expert must have an **appropriate qualification at NQF level 9 or 10 in Education** related fields with appropriate subject specialization. Qualifications and training must reflect the skills needed in executing the diverse tasks required.

36. **A minimum of 10 years expert level experience** with regards to curriculum development at NQF levels 1 and 4. The experience may be in curriculum development for the GETC: ABET, GETCA, NASCA, the NSC or the NCV.

37. **A minimum of 10 years expert level knowledge, skills and experience in the specific subject matter** of the NASCA curriculum. This experience may be reflected in participation in materials development, assessment and examinations, subject matter conferences, ministerial task teams or curriculum advisory structures.

38. **Submission of a comprehensive CV with appropriate evidence of qualifications.**

MONITORING

39. All monitoring of the project shall be conducted by the Directorate: Programmes, Curriculum Development and Support and the Directorate: Development Support.
40. A Project Steering Committee (PSC) will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Project Steering Committee (PSC) will comprise officials from the Department and panellists.
41. An appointed Project Manager shall ensure that the objectives of the project are met.
42. Meetings shall be arranged as per approved project plan.

REPORTING

43. Areas of Study Specialists shall report to the Project Manager, who will, in turn, report to the Directorate: Programmes, Curriculum, Development and Support within the CET Branch.
44. For each deliverable, specialists shall submit monthly progress reports to the Project Manager in line with approved timeframes in the project plan. The reports should be in MS Word and submitted electronically to the Project Manager.
45. Other reports shall be submitted as per the agreed Project Work Plan.

LANGUAGE

46. All correspondence including reports must be written in English.

EVALUATION CRITERIA

47. Functionality Evaluation **Table 05** below reflects the evaluation criteria that will be used in evaluating the RFQ submissions:

Bidders will be evaluated in three (03) phases:

Table: 01

Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and Specific Goals Evaluation (Phase 2)
Bidders must submit all bidding documents. Only bids that comply with **ALL** these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of ***70* points** out of 100 points to proceed to Phase 2 (Price and specific goals).	Bidders will be evaluated on an 80/20 points system (80 points for price and 20 points for specific goals).

1.1 **Phase 0: Administrative Compliance** – Company's registration on the Central Supplier Database (CSD) and submission of all completed and signed bidding documents requested by Supply Chain for Compliance.

Table : 02

Document that must be submitted for the bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission/non-compliance shall result in disqualification
Permission in terms of the POPI Act to utilise		Complete and sign the attached *pro-forma* document.

Document that must be submitted for the bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission/non-compliance shall result in disqualification
information contained in documents for procurement purposes		
Invitation to Bid – SBD 1		Complete and sign the attached *pro-forma* document.
Tax Status		i. Written confirmation that SARS may, on an ongoing basis during the period of the contract, disclose the bidder's tax compliance status. ii. If the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. Pin number may be provided for tax verification status.
Declaration of Interest – SBD 4		***NOTE! Care must be taken to list ALL "other related companies" (SBD 4, par. 2.3). Failure to comply may lead to disqualification. Should the bidder have more enterprises to declare, such information can be provided on a separate sheet.***
Preferential Points Claim Form SBD 6.1		Complete and sign the attached *pro-forma* document.
Registration on the Central Supplier Database (CSD report)		i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered, proceed with completing the company registration before submission of the proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. ii. Submit proof of registration.
Pricing Schedule (Bidder only)		Submit a fully detailed pricing proposal with a clear breakdown

1.2 **Phase 1: Technical or functionality evaluation**—Bidders who comply in terms of administrative compliance will be further evaluated on functionality as per the below table. Bidders are expected to score at least **70 points** to qualify for the next phase of evaluation.

(Please refer to the functionality evaluation table on page 08 & 09 of the ToR)

1.3 **Phase 2: Pricing and Specific Goals** - The last phase of evaluation will focus on the pricing and the DHET-specific goals as per the table below.

2. **Specific Goals** - For bidders to qualify for specific goal points, they need to fully complete the SBD forms attached and furnish supporting proof documents as requested. Bidders who fail to submit proof documents will forfeit points on the relevant categories.

Specific goals allocation table

Table :03

Person historically disadvantaged on the basis of race	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	• Certified medical certificate or substantive proof.
Development of Youth	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger
Development of SMMEs	• BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.

Table: 04:

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL PROCUREMENT												
				80/20		CLAIM	90/10		CLAIM	EVIDENCE		
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify	
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65,00	7,20		65,00	3,60		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD	Y	N
			75%-99% black owned	50,00	5,54		50,00	2,77			specify	
			60%-74% black owned	40,00	4,43		40,00	2,22				
			51%-59% black owned	30,00	3,32		30,00	1,66				
			0-50% black owned	10,00	1,11		10,00	0,55				
			None	0,00	0,00		0,00	0,00				
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40,00	4,43		40,00	2,22		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of	Y	N
			75%-99% women owned	30,00	3,32		30,00	1,66			specify	
			60%-74% women owned	20,00	2,22		20,00	1,11				
			51%-59% women owned	10,00	1,11		10,00	0,55				
			0-50% women owned	5,00	0,55		5,00	0,28				
			None	0,00	0,00		0,00	0,00				
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0,50	0,06		0,50	0,03		Certified medical certificate or substantive proof.	Y	N
			75%-99% owned by persons with disabilities	0,30	0,03		0,30	0,02			specify	
			60%-74% owned by persons with disabilities	0,20	0,02		0,20	0,01				
			0-59% owned by persons with disabilities	0,10	0,01		0,10	0,01				
			None	0,00	0,00		0,00	0,00				
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25,00	2,77		25,00	1,39		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of	Y	N
			75%-99% youth owned	15,00	1,66		15,00	0,83			specify	
			60%-74% youth owned	10,00	1,11		10,00	0,55				
			51%-59% youth owned	5,00	0,55		5,00	0,28				
			0-50% youth owned	2,50	0,28		2,50	0,14				
			None	0,00	0,00		0,00	0,00				
5	Development of SMMEs	RDP 3.10; 3.1.4	EME	50,00	5,54		50,00	2,77		BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.	Y	N
			QSE	20,00	2,22		20,00	1,11			specify	
			GEN	0,00	0,00		0,00	0,00				
			None	0,00	0,00		0,00	0,00				
			TOTAL	180,50	20,00		180,50	10				

LEGEND		
	Specific goal	*If additional specific goals are selected, then total points must be adjusted to equal 20*
	Points selection	*The sub-category for points may vary as approved as long as the total point do not exceed 20*
	Criteria	*For SMME, the number of employees & turn-over as approved by Dept: Small Business Development applies*
	Proof/ evidence	*Other or additional criteria may be approved*

Proposal Content or Format

3. Bidders will be evaluated in terms of the PPPFA Principle 80/20 principle where 80 points will be allocated for pricing, and the remaining 20 points will be allocated for specific goals.

4. Quotations and evaluations will be subject to The Preferential Procurement Regulations, 2022; the Supply Chain Management Policy; General Conditions of Contract, 2010; and other applicable legislation, which in total will apply to this request for quotations (RFQ). Services of the successful service provider will be secured following the Department's Procurement Policies.

Functionality Evaluation Criteria

Table: 05

No	Element	Weight
1	Appropriate qualification at NQF level 9 or 10 in Education related fields with appropriate subject specialisation **Source:** evidence of actual copies of qualifications **Guideline:** • 15 points – level 8 qualification with appropriate specialisation • 25 points – level 9 qualification with appropriate specialisation	25
2	Minimum 10 years expert level experience with regards to curriculum development at NQF levels 1 and 4. **Source:** Profile of panel member, list of work done in curriculum development **Guideline:** • 0 to 4 points - demonstrate no knowledge, skills and 0-1 of years' experience in curriculum development. • 5 to 9 points - demonstrate low knowledge, skills and 0-1 of years' experience in curriculum development. • 10-14 points – demonstrate average levels of knowledge, skills and 2-3 years' experience in curriculum development. The service provider might have good knowledge but lacks sufficient experience. • 15 to 19 points – demonstrate high levels of knowledge, skills and 5 years' experience in curriculum development. The service provider might have good knowledge and skills but lacks full experience required.	25

	• 20 to 25 points – demonstrate expert levels of knowledge, skills and more than 10 years' experience in curriculum development.	
3	Minimum 10 years expert level knowledge, skills and experience in the specific subject matter of the NASCA curricula **Source:** Profile of service provider; List of similar work done in the subject matter. **Guideline:** • 0 to 4 points - demonstrate no knowledge, skills and 0-1 of years' experience in the subject matter • 5 to 9 points - demonstrate low knowledge, skills and 0-1 of years' experience in the subject matter • 10-14 points – demonstrate average levels of knowledge, skills and 2-3 years' experience in curriculum development. The service provider might have good knowledge but lacks sufficient subject matter experience. • 15 to 19 points – demonstrate high levels of knowledge, skills and 5 years' experience in subject matter. The service provider might have good knowledge and skills but lacks full experience required. 20 to 25 points – demonstrate expert levels of knowledge, skills and more than 10 years' experience in curriculum development. Is recognised as an expert by the field and peers.	25
4	Submission of a comprehensive CV with appropriate evidence of qualifications.	25
	TOTAL	**100**

Bidders MUST score 70 points or more to be evaluated further on phase 02 (Pricing & Specific Goals)

SUBMISSIONS/COMMENTS TIMING

5. **Submission of Proposals:**

5.1 Proposals must be submitted electronically to: quotation@dhet.gov.za

5.2 The closing date of submission is **27 NOVEMBER 2026** at **11h00.**

5.3 **The Department will not accept proposals that are hand delivered and the ones that reach the Department after the closing date and time.**

higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COMPULSORY DOCUMENT (*PLEASE COMPLETE AND SIGN)*

TO BE SUBMITTED WITH THE RFQ/BID RESPONSE.

PERMISSION BY BIDDER:

On behalf of:

_____ (*Company name*)

I, Prof/Dr/Mr/Ms _____ (duly authorized), hereby grant permission, in terms of the **Protection of Personal Information Act, 2013 (Act 4 of 2013)**, (POPI Act), to the Department of Higher Education and Training, to utilse all information contained in the Bid documents and Quotation submitted to the Department of Higher Education and Training , for purposes of procurement.

Designation: _____

Signed: _____

Date: _____

NB: Bidder may be disqualified if completed form is not submitted with Bid Documents

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

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 interest[1] in the enterprise, employed by the state?

YES	NO

*Select **(x)** the correct box*

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the Department of Higher Education & Training?

YES	NO

*Select **(x)** the correct box*

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[2] enterprise whether or not they are bidding for this contract?

YES	NO

*Select **(x)** the correct box*

Information not stated but found on CSD, CIPC or any other system may lead to disqualification of a bid.

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 consortium[3] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in

the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National 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

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

[2] "related" as referred to in the Companies Act 2008, Act No 71 of 2008, section 2(1)(a)-(c). The Department reserves the right to access the Central Supplier Database (CSD), Companies Intellectual Property Commission (CIPC) or any other system to verify information

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

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

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 The applicable preference point system for this tender is the

1.2.1 **80/20** preference point system;

1.2.2 **90/10** preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	80/20	90/10
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and SPECIFIC GOALS	**100**	**100**

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

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "**Consortium or joint venture"** means an association of individuals, companies, or organisations for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity to respond to a tender and participating in common activity of execution through concluding a contract or written agreement stipulating their roles and responsibilities.

(b) **"tender or bid"** 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;

(c) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(d) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

*(e) "***Sub-contracting"** means the primary contractor's assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

(f) **"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

(g) **"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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. Formulae for disposal or leasing Of State Assets and Income Generating

3.2.1. **Points awarded for Price**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: The table below provides the specific goals, its criteria of measurement for a tenderer to qualify for a maximum of 20 points (80/20) OR 10 points (90/10) based on the proof submitted. Please compete the table selecting the relevant 80/20 OR 90/10 as advertised:

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL PROCUREMENT									
				80/20		CLAIM	EVIDENCE		
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify	
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65.00	7.20		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Y	N
			75%-99% black owned	50.00	5.54			specify	
			60%-74% black owned	40.00	4.43				
			51%-59% black owned	30.00	3.32				
			0-50% black owned	10.00	1.11				
			None	0.00	0.00				
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40.00	4.43		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Y	N
			75%-99% women owned	30.00	3.32			specify	
			60%-74% women owned	20.00	2.22				
			51%-59% women owned	10.00	1.11				
			0-50% women owned	5.00	0.55				
			None	0.00	0.00				
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0.50	0.06		Certified medical certificate or substantive proof.	Y	N
			75%-99% owned by persons with disabilities	0.30	0.03			specify	
			60%-74% owned by persons with disabilities	0.20	0.02				
			0-59% owned by persons with disabilities	0.10	0.01				
			None	0.00	0.00				
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25.00	2.77		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger	Y	N
			75%-99% youth owned	15.00	1.66			specify	
			60%-74% youth owned	10.00	1.11				
			51%-59% youth owned	5.00	0.55				
			0-50% youth owned	2.50	0.28				
			None	0.00	0.00				
5	Development of SMMEs	RDP 3.10; 3.1.4	EME	50.00	5.54		BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.	Y	N
			QSE	20.00	2.22			specify	
			GEN	0.00	0.00				
			None	0.00	0.00				
		TOTAL		180.50	20.00				

LEGEND FOR CLAIMING POINT IN TABLE 1

- ***Tenderer may claim points in respect of the five (5) specific goals in the table;***
- ***The evidence provided will be verified by the Department, who reserves the right to amend or ignore points claimed if incorrect or no/irrelevant evidence provided.***
- ***Points claimed- must be valid at the time of closing date of tender (excluding tax information that must be valid at the date of award);***
- ***A tenderer that fails to claim points for specific goals as per Table 1will not be disqualified but will not qualify points for specific goals;***
- ***The following as a minimum requirement of valid evidence is to be submitted:***

Person historically disadvantaged on the basis of race	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	• Certified medical certificate or substantive proof.
Development of Youth	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger
Development of SMMEs	• BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.

5. ADJUDICATION USING A POINT SYSTEM

5.1. The tenderer obtaining the highest number of points will be awarded the contract.

5.2. Preference points shall be calculated after prices have been brought to a comparative basis.

5.3. Points scored will be rounded off to 2 decimal places.

6. POINTS AWARDED FOR BLACK PEOPLE, YOUTH, WOMEN, SMMES AND PEOPLE WITH DISABILITIES

6.1. Points for Black people, Youth, Women, SMME and People with Disabilities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities.

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities in that specific category.

EP = The percentage of equity ownership by Black people, Youth, Women, SMME and People with disabilities within the enterprise or business.

In case of sub-contracting, points will be awarded to the main contractor based on ownership.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of firm :.....

7.2. VAT registration number :.....

7.3. Company registration number :.....

7.4. **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]

7.4.1. **Describe principal business activities.**

……

……

……

……

……

7.4.2. **Company classification**

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

[TICK APPLICABLE BOX]

7.4.3. **Total number of years the firm has been in business?**

……

7.5. **Consortium / Joint Venture**

7.5.1 A consortium or joint venture will qualify for points on evaluation of their specific goals as a legal entity, provided that the entity submits the requisite documents.

7.5.2 A consortium or joint venture will qualify for points on evaluation of their specific goals as an unincorporated entity, provided that each entity submits their requisite, information regarding points claimed.

7.5.3 Points for Black people, Youth, Women, SMME and People with Disabilities are calculated based on the percentage of the contract value managed or executed by their Black people, Youth, Women, SMME and People with disabilities. The following formula is prescribed:

NEP = NOP x CVM/100

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities in that specific category

CVM = The percentage of the contract value managed by JV partner.

8. BID DECLARATION

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered

as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

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.