SPECIAL CONDITIONS OF CONTRACT

RT7-2015

LEARNER TEACHER SUPPORT MATERIAL (LTSM) MANAGEMENT AND DISTRIBUTION OF SCHOOL TEXTBOOKS FOR THE DEPARTMENT OF BASIC EDUCATION FOR THE PERIOD ENDING 31 JULY 2018

CLOSING DATE AND TIME OF BID
8 JUNE 2015 at 11h00

BID VALIDITY PERIOD: 120 DAYS

NATIONAL TREASURY: TRANSVERSAL CONTRACTING

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ABBREVIATIONS

BAC	:	Bid Adjudication Committee
B-BBEE	:	Broad-Based Black Economic Empowerment
CPA	:	Contract Price Adjustment
CPI	:	Consumer Price Index
FET	:	Further Education and Training
LTSM	:	Learner Teacher Support Material
SBD	:	Standard Bidding Document
STATS SA	:	Statistics South Africa
TCBD	:	Transversal Contract Bidding Document
VAT	:	Value - Added Tax
LED	:	Local Economic Development

SECTION A

1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act and its Regulations. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2 EVALUATION CRITERIA

All bids will be evaluated in terms of functionality and price as follows:

2.1 *Preference Point System*

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

2.1.1 The following formula will be used to calculate the points for price:

$$Ps = 90\left(1-\frac{Pt-P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

2.1.2 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

2.1.3 Bidders are required to complete the preference claim form (SBD 6.1)and submit their original and B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

2.1.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

2.1.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a valid B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

2.1.6 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 above will be deemed as unclaimed preference points for B-BBEE status level of contribution and will therefore be allocated a zero (0).

2.1.7 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

2.1.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

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

2.2 *Functionality*

2.2.1 Functionality will be evaluated on the basis of the responses and supporting documentation supplied by the bidders as follows:

Criteria	Functionality requirements		Weight
1	**Capacity**		60
	Experience in logistics	*15*	
	Labour	*15*	
	Relevant Fleet	*15*	
	Warehouse operation equipment	*15*	
2	**LED Strategy**		5
3	**Risk Management Strategy**		10
4	**Distribution Strategy**		25
	TOTAL		100

2.2.2 Bidders that have achieved the minimum qualifying score of 66.6% for functionality will be evaluated further for price and B-BBEE as stipulated in paragraph 2.1.

2.3 *Evaluation process*

2.3.1 The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III	Phase IV
Mandatory and other bid requirements	**Functionality**	**Price and B-BBEE**	**Recommendation and Appointment**
Compliance with mandatory and other bid requirements	Bids evaluated in terms of functionality	Bids evaluated in terms of the 90/10 preference system	Recommendation and award

2.3.2 Bidders must take note of paragraph 11 (Due Diligence) of the special conditions of contract.

3 RESPONSE FIELDS

3.1 Bidders are required to submit responsive bids by completing the prices, all mandatory response fields and item questionnaire on the provided pricing schedule. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid

document (TCBD 6 – Response Field Explanations).

3.2 Non-compliance with 3.1 may invalidate the bid.

4 AUTHORISATION DECLARATION

4.1 Any bidder who is sourcing the service from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for the required service, sign and submit it together with the bid documents at the closing date and time of the bid.

4.2 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the State will exercise any of the remedies at its disposal.

4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding to the State.

4.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid.

4.5 In the event that the bidder will be supported by a third party, the bidder must obtain written confirmation from the third party that the State can conduct due diligence and in loco inspection on the premises of the third party.

5 TAX CLEARANCE CERTIFICATE

5.1 An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Please refer to SBD2 – Tax Clearance Certificate Requirements.

5.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.

5.3 Failure to submit the original and valid Tax Clearance Certificate at the closing date and time will result in the invalidation of the bid.

6 VALUE ADDED TAX

6.1 All bid prices must be inclusive of 14% Value-Added Tax.

6.2 Failure to comply with 6.1 will invalidate the bid.

7 SUBMISSION OF BIDS

7.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre before the closing date and time. The hard copy of the bid response will serve as the legal bid document. The bid must be addressed to the National Treasury: Tender Information Centre.

7.2 Bidders must submit, by the closing date and time, an original bid with two (2) copies of their bids**.**

7.3 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

7.4 Bidders are requested to initial each and every page of the bid documents on the top right hand corner.

8 LATE BIDS

Bids received at the address indicated in the bid documents after the closing date and time, will not be accepted for consideration and will where practicable, be returned unopened to the bidder.

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

10 FRONTING

10.1 The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses

conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemn any form of fronting.

10.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder / contractor concerned.

11 SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

12 COMMUNICATION

12.1 National Treasury, Transversal Contracting may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

12.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

12.3 All communication between the bidder and the National Treasury, Transversal Contracting Office must be done in writing.

13 CONTACT DETAILS

13.1 *General*

Chief Directorate: Transversal Contracting, National Treasury, Private Bag x115, Pretoria, 0001

Physical address: 240 Madiba Street, cnr. Thabo Sehume and Madiba Streets, Pretoria

13.2 *Bid Enquiries*

Contract Manager: Johnny Ramoroka

National Treasury: Transversal Contracting,

Tel: (012) 395 6524

Fax: (086) 232 5144

E-mail: johnny.ramoroka@treasury.gov.za

13.3 *Specification / Technical Enquiries*

Name: Sifiso Sibiya

Department of Basic Education

Tel: (012) 357 4252

E-mail: sibiya.s@dbe.gov.za

SECTION B

14 OBJECTIVE

The objective of this bid invitation is to appoint suitably qualified service provider/s to manage logistics, distribution and transportation of textbooks to schools.

15 THE SCOPE OF WORK / KEY DELIVERABLES

The successful bidder/s is/are expected to perform the following key deliverables in the execution of ensuing contracts:

15.1 Receive and manage textbooks from publishers through appropriate warehousing and inventory/materials management system.

15.2 Pick and pack textbooks in accordance with purchase order/s and or instructions received from Provincial Education Departments.

15.3 Prepare necessary documentation for delivery of textbooks to relevant schools.

15.4 Ensure that textbooks are delivered at the correct school/s address in proper condition, in correct quantities, signed for by the correct school representative with proof of receipt and school stamp.

15.5 Proof of delivery documentation must be submitted together with invoices as proof that textbooks were received by the correct school in good condition and quantities.

16 CONTRACT PERIOD

The contract period shall be for the period ending 31 July 2018.

17 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

17.1 Government Departments /Institutions who will participate in this contract are:

Provincial Departments

Provincial Departments of Education: Gauteng, Limpopo, Northern Cape, North West, and Western Cape

17.2 Post award participation

17.2.1 In terms of Treasury Regulation 16A6.6 and Municipal Supply Chain Management Regulation 32, an Accounting Officer/Accounting Authority may, on behalf of the department, constitutional institution, public entity, Municipality or Municipal Entity, request to participate in a contract arranged by means of a competitive bidding process by another organ of state, subject to written approval of such organ of state and the relevant contractors.

18 AWARD CONDITIONS

18.1 The State reserves the right not to appoint the same service provider more than one province.

19 NEGOTIATIONS

19.1 The State reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.

20 MANDATORY REQUIREMENTS

20.1 *Bid Information Session*

20.1.1 A compulsory information session will be held at:

Date: 20 May 2015

Time: 10h00

Venue: Department of Basic Education
Conference Centre
Sol Plaatjie House
222 Struben Street
Pretoria
0001

20.1.2 This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.

20.1.3 Bidders who do not attend the bid information session will not be considered for evaluation.

20.2 *Warehousing and related infrastructure*

20.2.1 The bidder must demonstrate a dedicated and verifiable warehouse space of a minimum of 500 m² in each of the quoted participating provinces as specified above.

20.2.2 Bidders must submit, at closing date and time of bid, supporting documentation confirming ownership, lease, rental, etc. for the minimum of 500 m² warehouse that will be utilised for the duration of the contract period.

20.2.3 The dedicated warehouse space must be equipped with the necessary warehouse management IT system and / or related facilities.

20.2.4 Failure to comply with the requirements in paragraph 20 will disqualify the bid from further evaluation.

21 CAPACITY

Bidders must demonstrate that they have the necessary capacity to undertake a project of this nature, in terms of human resources with requisite skills, infrastructure and fleet.

22 LOCAL ECONOMIC DEVELOPMENT

22.1 Local economic development of firm capacity and individual skills, and economic transformation, are critical elements of sustainable economic growth. Therefore bidders have to submit their bids at the closing date and time with documentation that clearly demonstrates their strategy and plan to support local economic development imperatives and socio-economic objectives. Such objectives include SMME development, Broad Based Black Economic Empowerment, employment creation and the support for, and participation of, locally owned and operated firms in the supply chain.

22.2 Please take note of post award reporting requirements in paragraph 33.2.

23 RISK MANAGEMENT

23.1 Bidders must include a risk management strategy to mitigate against any supply risk that might arise for the duration of the contract.

23.2 Please take note of post award reporting requirements in paragraph 33.2.

24 DISTRIBUTION STRATEGY

24.1 Bidders must include a distribution strategy that will ensure continued firm supply of textbooks to schools.

25 PRICING STRUCTURE

25.1 Prices quoted must be an **all-inclusive delivered** price taking into account, management fee, picking and packaging, warehousing, warehouse management system, insurance and distribution to schools.

25.2 Prices must be quoted per kilogram as per the fields provided on the pricing schedule.

25.3 Failure to comply with the above may result in the invalidation of the bid.

26 CONTRACT PRICE ADJUSTMENTS

26.1 ***Formula***

26.1.1 Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

26.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

26.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + \ldots\ldots + Dn\frac{Rnt}{Rno}\right) + VPt$$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price.
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

26.2 *Formula component definitions*

26.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

26.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

26.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost

components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Cost Component	**Percentage**
D1 - Labour	
D2 – Transport	
D3 – Housing and utilities	
D4 – Insurance	
D5 – Other	
TOTAL (Cost components must add up to 100%)	**100**

26.2.4 **Applicable indices / references**

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	**Index Publication**	**Index Reference**
D1 – Labour	STATS SA P0141 (CPI), or SEIFSA Or Labour agreement[1]	Table E - All Items Or Labour agreement to be provided
D2 – Transport	STATS SA P0141 (CPI) Or SEIFSA	Table E - Transport – Other Running Cost Or Table L2
D3 – Housing and utilities	STATS SA (CPI)	Table E – Housing and Utilities
D4 – Insurance	STATS SA (CPI)	Table E – Insurance
D5 – Other	Specify	Documentary evidence to accompany claim

26.2.5 **Base Index Date**

The base index date applicable to the formula is defined as the date at which the price

[1] *In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.*
[2] *In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.*

adjustment starts. In this bid the base index date is May 2015.

26.2.6 **End Index Date**

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

26.2.7 **Price Adjustment Periods**

Adjustment to contract prices may be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates *from* which adjusted prices will become effective	Dates *until* which adjusted prices will be effective
1st Adjustment	1 July 2016	May 2016	1 August 2016	31 July 2017
2nd Adjustment	1 July 2017	May 2017	1 August 2017	31 July 2018

26.3 *Additional CPA requirements*

26.3.1 Unless prior approval has been obtained from National Treasury: Transversal Contracting, no adjustment in contract prices will be made.

26.3.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

26.3.3 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

26.3.4 Bidders are referred to paragraph 9 of the Special Conditions regarding Counter Conditions.

26.3.5 An electronic price adjustment calculator will be available on request from National Treasury, Transversal Contracting.

27 QUALITY OF SERVICE

The bidder must ensure that the correct quantities of textbooks are delivered at the correct school address in proper condition.

28 QUANTITIES

28.1 As and when the service provider receives an instruction from the Provincial Education Departments, the service provider must ensure that textbooks are delivered to schools accordingly.

28.2 The purchase orders against the contract will be placed by the Provincial Education Departments.

28.3 Quantities reflected in this bid are indicative and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

29 PACKAGING MATERIAL

29.1 Suitable packaging material, which will ensure that goods arrive in the exact state as when it was originally packed, must be used.

29.2 All deliveries made against this contract, in all modes of transport, are to be packed in suitable and acceptable packaging.

29.3 The textbooks must be packaged according to provincial department's instruction.

SECTION C

30 ROLES AND RESPONSIBILITIES

30.1 *Contract Management and Administration*

30.1.1 The management of the contract will be the responsibility of Department of Basic Education. This will include the placement of orders, receiving orders, payments, supplier performance, inventory management, etc.

30.1.2 National Treasury will provide the necessary support in respect of administration of the contract such as CPAs and contract extensions. All correspondence in this regard must be directed to the following address:

The Chief Directorate: Transversal Contracting, National Treasury, Private Bag X115, Pretoria, 0001

30.1.3 Service providers must advise the Chief Directorate: Transversal Contracting, National Treasury, Department of Basic Education and relevant provincial departments of education immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

30.2 *Supplier Performance Management*

30.2.1 Supplier performance management will be the joint responsibility of Department of Basic Education and relevant provincial departments of education. Where supplier performance disputes cannot be resolved National Treasury: must be informed for corrective action.

31 PURCHASE ORDERS AND DELIVERY

31.1 *Purchase Orders*

31.1.1 Purchase Orders will be placed by participating provincial departments of education who will also be responsible for receipt of stock, payment to contractors for textbooks delivered.

31.1.2 As indicated above service providers will receive instructions from provincial education

departments indicating quantities, points of delivery/ schools and exact description of goods to be delivered.

31.1.3 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the service provider deviate from the orders issued by the provincial education departments.

31.1.4 The Department is under no obligation to accept any quantity which is in excess of the ordered quantity.

31.2 *Ordering Process*

31.2.1 Provincial departments are responsible for generating purchase order(s).

31.2.1.1 The detail ordering process between the provincial education department and the service provider will be provided by the provincial education department as part of the service level agreement post the award of the bid.

31.3 *Delivery Adherence*

31.3.1 Service providers must deliver text books to schools within the lead time specified in the delivery instruction from the Provincial Department.

31.3.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

31.3.3 Service providers are required to deliver the goods at the required institutions, off-load the textbooks from the truck at the designated area as indicated on the official order form.

31.3.4 Deliveries not complying with the order forms will be returned to the service provider at the service providers' expense.

31.3.5 Transit and storage conditions applicable to the relevant products must be adhered to.

31.4 *Invoicing*

Valid invoices accompanied by Proof of Deliveries must be submitted to the Provincial Education Department for processing.

32 INSURANCE / LIABILITY

32.1 The service providers must ensure that it has and continually maintains adequate all risk insurance cover for the duration of the contract period in order to defray any costs that might be incurred due to damage or theft.

32.2 The service providers will be responsible to administrate all claims on behalf of the user departments should claims derive.

32.3 If the goods in transit have been damaged or lost during loading, transportation or off-loading, the service providers must inform the end user within seven (7) days of the occurrence of the damage or loss due to theft.

32.4 Within thirty (30) days, from the date of occurrence of the damage or loss due to theft, the relevant provincial education department must be informed in writing by the service provider.

33 POST AWARD REPORTING

33.1 *Historical Data*

Service providers are required to submit historical value and volume reports via e-mail on a six (6) monthly basis to both National Treasury and relevant provincial department.

Period	Dates at which reports must be submitted
1	4 February 2016
2	4 August 2016
3	6 February 2017
4	4 August 2017
5	6 February 2018
6	6 August 2018

33.2 *Additional Reporting*

33.2.1 Service providers are required to submit the following reports biannually:

33.2.1.1 Progress made on the implementation of their proposed LED strategy.

33.2.1.2 Risks and issues raised and mitigating actions in terms of their risk strategy.

END