

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B10/2026/27	CLOSING DATE:	18 AUGUST 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF EQUIPMENT, TOOLS, MACHINERY AND SPECIALISED RESOURCES FOR SCHOOLS OF SKILLS IN LIMPOPO PROVINCE FOR THE PERIOD OF THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MABUNDA G.S.S		CONTACT PERSON	MS MAKGATO MJ	
TELEPHONE NUMBER	015 290 7670		TELEPHONE NUMBER	015 290 7560	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za		E-MAIL ADDRESS	MakgatoMJ@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

2

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: LDE/B10/2026/27
Closing Time 11:00	Closing date: 2026/08/18

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY

**** (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

*Delete if not applicable

3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

4

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

.....

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.

5

- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The applicable preference point system for this tender is the **80/20** 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

7

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

8

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people	3	
Youth	5	
Women	5	
Person with disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprise located in rural or underdeveloped areas	2	

9

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

10

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

11

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

12

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

21

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

22

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

23

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

24

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

Js General Conditions of Contract (revised July 2010)

25



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

LDE/B10/2026/27

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF EQUIPMENT, TOOLS, MACHINERY AND SPECIALISED RESOURCES FOR SCHOOLS OF SKILLS IN LIMPOPO PROVINCE FOR THE PERIOD OF THREE (3) YEARS.

26

1. INTRODUCTION

- 1.1. The Limpopo Department of Education (LDoE) invites suitably qualified and experienced service providers to submit bids for the supply, delivery, installation, commissioning and maintenance of equipment, tools, machinery and specialised resources for Schools of Skills in Limpopo Province for a period of three (3) years.
- 1.2. This document contains all terms and conditions of the bid, and bidders must qualify for the Terms of Reference or produce their own terms and conditions. Bidders must bid in accordance with the requirements stipulated in the bidding documents.
- 1.3. Only the original document will be recognized as authentic for contract purposes and will supersede any changes that may have been affected by the bidder.
- 1.4. Successful Bidders will be required to enter into a contractual arrangement with LDoE based on the prescribed Terms of Reference and General Conditions of Contract and will be expected to sign the Service Level Agreement (SLA).

2. BACKGROUND

- 2.1. The Department seeks to strengthen vocational teaching and learning in Schools of Skills through the provision of specialised equipment, machinery, assistive devices and workshop resources.
- 2.2. LDoE hereby undertakes to establish the necessary mechanism to deliver assistive devices in an organized, equitable and according to the identified needs, for the benefit of all learners with special education needs within Limpopo Province

3. SCOPE OF SERVICE

- 3.1. The successful bidder(s) shall supply, deliver, install, commission and maintain the required equipment and provide user training where applicable for the period of three (3) years.
- 3.2. Successful bidders must supply and deliver assistive devices to the Provincial Office at 113 Biccard Street, Polokwane, and to identified schools.
- 3.3. Successful bidders will be required to provide on-site training for schools.
- 3.4. Equipment's will be ordered as and when required. LDoE will allocate purchase order quantities according to total points obtained by the bidders in the specific goals.
- 3.5. Successful bidder(s) shall be responsible for supply and delivery of assistive devices for learners with special education needs in Schools of Skills.

21

Delivery shall be made during official working hours according to the terms and conditions contained in this tender and the Service Level Agreement (SLA). Variations or cession agreements will not be valid unless they are acknowledged by LDoE.

3.6. The LDoE will not accept any charge for items not reflected in the pricing schedule.

3.7. Bidder's price shall be firm for the duration of the contract. It is the responsibility of the bidder to consider all associated costs and anticipated escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, except for statutory reasons.

3.8. The contract shall run for a period of three (3) years.

3.9. All devices should include a warranty and guarantee.

3.10. The Department shall have no contractual relationship with third parties or subcontractors of the bidder, and all responsibilities and obligations shall vest with the appointed service provider.

4. BID EVALUATION PROCESS

The bid evaluation process will be conducted in four phases:

4.1 Phase 1: Administrative Compliance

4.2 Phase 2: Mandatory Requirements

4.3 Phase 3: Functionality

4.4 Phase 4: Price and Preference Points System

5. PHASE 1: ADMINISTRATIVE COMPLIANCE

5.1. Completion and signing of the bid document.

5.1.1. Bidders shall ensure that there are no missing or duplicated pages since LDoE shall not accept liability regarding claims by bidders that pages are missing or duplicated.

5.1.2. The entire bidding document should be completed in black ink and signed by an authorised signatory.

5.1.3. Telephonic, telegraphic, Telex, Facsimile or e-mailed bid documents will not be accepted.

28

- 5.1.4. Bidders should be registered on CSD and furnish their CSD No. as proof of registration as follows: -

CSD Registration No.....

- 5.1.5. Any alteration should be signed for by the authorised signatory and therefore correction fluid may not be used; and
- 5.1.6. The bid should be submitted in a sealed envelope clearly indicating the Bid Number and the Closing Date.
- 5.1.7. Bidders should write all prices in the pricing schedule, and not anywhere else in their bid proposal.
- 5.1.8. Copy of Company Registration Certificate(s) from Companies and Intellectual Property Commission (CIPC) of founding document reflecting the latest information about the Bidder.
- 5.1.9. Consortia or JVs must also submit the following documents.

- (a) Valid Consortium/Joint Venture Agreement (JV) signed by all parties confirming the rights and obligations of each Consortium/JV partner/member.
- (b) Letter of appointment by the Consortium/JV authorizing the signatory to sign the Bid document.
- (c) Companies bidding individually are prohibited to bid as a joint venture (JV).

- 5.1.10. Attach Identity Document(s) of the Director/s, Member/s, and Shareholder/s of the Company.

5.2. PHASE 2: MANDATORY

- 5.2.1. Bidders must submit relevant certificates of compliance with South African Bureau of standards (SABS) and any other applicable South African standards for equipment's, tools, machinery, and training resources intended for Schools of Skills
- 5.2.2. Bidders must attach valid certificates or confirmation letters from registered companies or suppliers, and each letter must have registration number of the company or manufacturers, suppliers or authorised distributors. Each certificate or letter must include the company registration number to verify the authenticity of the product supplied e.g. (International Organization for Standardization certification (ISO 13485 for medical equipment), South African Health Products Regulatory Authority (SAHPRA)
- 5.2.3. Originally certified copies of the following valid documents (certified by a Commissioner of Oaths): -e.g. Certified copy of the company registration certificate.

29

(a) Letter of good standing issued by the Department of Labour's Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), Act No. 130 of 1993. The letter must be valid before the closing date.

(b) Valid Tax Compliance Status Pin issued by SARS

(c) Valid Central Supplier Database (CSD) registration report

5.2.4. Bidders must submit proof that all equipment's, machinery, tools and training resources intended to schools of skills comply with relevant South African Safety, quality and educational standards.

5.2.5. All equipment's supplied must include applicable warranties, user manuals, and safety instructions where required.

5.2.6. Bidders must provide proof of availability of technical support, maintenance services and all specialised equipment's supplied to schools.

ASSISTIVE DEVICES REQUIRED TO ENHANCE THE IMPLEMENTATION OF INCLUSIVE EDUCATION

5.3. PLACING OF ORDERS

The Department will place official purchase orders with the successful bidder(s).

5.4 RESERVATION OF RIGHT

The Department reserves the right to verify submitted information, conduct site visits, award to more than one bidder, or not make any award.

5.4.1. By responding to this Bid, the Tenderer authorizes LDoE or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reflect the ability of the Bidder to provide the goods and services required by the LDoE. Should such investigation discover that the Tenderer has misrepresented any statements or documents, the bid will be disqualified.

5.4.2. LDoE reserves the right to: -

a) Request further information from any bidder after the closing date of the bid.

- b) Visit the Physical Address provided by the service provider to verify any information provided in the bid document and inspect facilities to assess Tenderer's capacity.
- c) The LDoE may award the tender in part
- d) Communicate only with the shortlisted service providers as and when necessary.
- e) Verify information and documentation of respective bidder from the South African Revenue Services (SARS), CIPC or any other relevant entity and to visit the premises of the Tenderer at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void.
- f) Award the bid to a bidder who did not score the highest points.
- g) Award more than one service provider.
- h) Not make an award.
- i) Enter price negotiations with any preferred bidder; and
- j) Determine the implementation programme and monitor the distribution thereof.

5.4.3. Appoint a third party to evaluate the service Tenderer's compliance with any aspect of this bid; and

5.4.4. Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the Tenderer), firm or company (The expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company): -

- (a) is executing a contract with government unsatisfactorily.
- (b) has offered, promised, or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract.
- (c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company, or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence.
- (d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favor.
- (e) has withdrawn or amended his bid after the time set for the receipt and opening of bids.

31

(f) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.

(g) Is practicing fronting whereby: -

(i) Black partners are given shares without any payment.

(ii) The 'front' company uses the non-black surrogate company's infrastructure and resources to execute the contract.

(iii) The black partner makes no meaningful contribution to the day-to-day running of the business.

(h) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm, or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; or has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the LDoE may, in addition to any other legal recourse which it may have, cancel the contract between the LDoE and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favorably considered for a specific period.

TOR for Schools of Skills Equipment Schedule

CATEGORY 1: WELDING & METALWORK EQUIPMENT

Device	Function	Specifications	Unit Measure
Industrial Box and Pan Brake (Sheet Metal Bending Machine)	Bend sheet metal accurately for fabrication	Heavy duty manual/electric. Adjustable fingers minimum 1200mm width. Capacity minimum 1.5mm mild steel. Locking	Each

32

		mechanism for repeat bends.	
Industrial Pedestal Drill Press Machine	Drill holes in metal and wood for workshop projects	Floor mounted. Minimum 1HP motor, 220V/380V. Variable speed 200–3000 RPM. Chuck capacity 3–16mm. Includes drill guard and emergency stop.	Each
Portable Bending Press (Hydraulic)	Bend and shape metal profiles on site	Hydraulic, portable. Minimum 20-ton capacity. Stroke minimum 100mm. Includes V-dies and flat dies. Pressure gauge fitted.	Each
Industrial Rolling Machine (Vertical and Horizontal)	Roll sheet metal into cylinders and curves	3-roll adjustable machine. Working with minimum 1200mm. Capacity minimum 1.5mm mild steel. Manual or electric drive.	Each
Welding Laser Machine	Precision welding for metal fabrication	Fiber laser, minimum 1KW output. Enclosed type with safety interlock and fume extraction port. Compatible	Each

33

		with steel and aluminum 0.5–3mm.	
Welding Machine Complete Set plus Trolley	Arc/MIG/TIG welding for metalwork training	Multi-process inverter type. Output 20–250A. 220V/380V input. Duty cycle is minimum 60% at 200A. Includes cables, welding mask and trolley.	Each
Industrial Heavy Duty Table Saw	Woodwork lessons, cutting timber and board	1.5–2KW motor, 220V. Blade size 250–300mm. Steel table minimum 800x600mm. Includes blade guard, riving knife and emergency stop.	Each
Heavy Duty Industrial Work Bench	Stable working surface for practical lessons	Heavy duty steel frame with hardwood top minimum 40mm thick. Adjustable height 700–900mm. Load capacity minimum 200kg.	Each
Industrial electric Angle Grinder	Cutting and grinding metal materials	230mm heavy duty grinder. Minimum 2000W motor. Safety guard and side handle included.	Each

34

Heavy Duty Bench Grinder	Sharpening tools and metal finishing	Double wheel bench grinder. Minimum 350W motor with eye shields.	Each
Industrial Metal Cutt off Saw	Cutting steel and metal sections	Heavy duty chop saw. Minimum 2200W motor. Suitable for steel and aluminum.	Each

CATEGORY 2: HAIR & BEAUTY / SALON EQUIPMENT

Device	Function	Specifications	Unit Measure
5 Speed Hood Dryer(Ribalta or equivalent)_	Dry hair evenly during salon treatments	Wall mounted, 2200W. Three speed settings with 360° rotation. Built-in earth leakage protection. Timer 0–60 minutes.	Each
Hair Basin Adjustable with Shampoo Bowl Zinc	Hair washing in salon training	Backwash unit with adjustable chair. ABS plastic bowl with zinc base and storage cabinet. Includes hot and cold mixer tap.	Each
Steam Big Irons, Russell or Equivalent GC3920/20	Iron durable fabrics in garment care	Industrial steam iron with gravity feed system. Stainless steel soleplate. Energy rating A+. Auto	Each

35

		shut off. Boiler minimum 2L.	
Professional Salon Styling Chair	Hair styling and salon practical training	Hydraulic adjustable salon chair with chrome base and footrest.	Each
Professional Hair Clipper	Hair cutting practical training	Professional cordless clipper set with rechargeable battery and guide combs.	Set
Professional Hair Dressing training Mannequin Head	Hair styling and braiding practice	Synthetic hair mannequin suitable for cutting, braiding and styling.	Each

CATEGORY 3: TEXTILE & GENERAL CONSUMER SKILLS EQUIPMENT

Device	Function	Specifications	Unit Measure
2 Head Embroidery Machine	Industrial embroidery for textiles and uniforms	Computerized, 2 heads, minimum 15 needles per head. Speed minimum 1000 SPM. USB interface. Embroidery area minimum 360x200mm per head.	Each
Thread Industrial Overlocker 351G251M55EA	Overlock stitching for garment finishing	5-thread industrial overlocker. Speed minimum 6000 SPM. Differential feed. 550W servo motor.	Each
Industrial Overlocker Sewing Machine 5-thread system	Seam finishing and edge trimming	Industrial 3 or 4 thread machine. Speed minimum 5000 SPM. Adjustable stitch length and differential feed.	Each
Professional Industrial Sewing Machine	Heavy duty sewing for upholstery, leather and canvas	Flatbed single needle lockstitch machine with table, motor, foot pedal, thread stand and bobbin winder. Model 121C-30C or equivalent.	Each
Air Conditioners 18 000 BTU	Climate control for workshops and classrooms	Split unit, inverter type. Cooling capacity is 18 000 BTU. Minimum A+ energy rating. Supplied and installed with brackets and piping.	Each
Heavy Duty Electrical Stove	Cooking and hospitality practical lessons	8 plate range electric stove with 120L static or convention oven. 8x3000W solid. Energy efficient.	Each

31

		Includes safety control knobs.	
Industrial Oven	Baking and food preparation training	Electric convection oven with multiple trays. Stainless steel finish. 220-240V, 15A or 2A circuit	Each
Commercial Microwave Oven	Food heating and preparation	Minimum 44-51L, 1900-2200W microwave oven with digital timer and grill function.	Each
Double Door Refrigerator	Food storage and hospitality training	Frost free refrigerator. Minimum 500L capacity with energy efficient compressor.	Each
Heavy Duty Kitchen Preparation Table	Food preparation and consumer studies practical work	Stainless steel worktable with undershelf. Minimum size 1200x700mm.	Each
Industrial Mixer	Mixing dough and baking ingredients	Planetary mixer minimum 20L bowl capacity with multiple speed settings.	Each

6. PHASE 3: FUNCTIONALITY

6.1. Bidders will be evaluated first on functionality whereby the total percentage will be 100 points in accordance with the following criteria: -

- 6.1.1. Bidders that fail to score 70 points and above in respect of functionality will be deemed to be non-responsive and will not be considered for further evaluation.
- 6.1.2. In the event of a tie in price and specific goals, the bidder with highest functionality score will be recommended, in line with PPA 28 Of 2024

38

6.2. Hereunder follows functionality evaluation criteria: -

Folio	Description	Evidence	Score																		
1)	Track Record	1.1. Proof of projects fulfilled by the Tenderers in respect of supply services rendered to other government departments, state organs, and private sectors within the past years. Actual copies of purchase orders/appointment letters issued to the bidders' present or past clients should be attached to the bid values: - <table><tr><td>(a)No value (Or less than R500 000)</td><td>0 Points</td></tr><tr><td>(b) Value of R500 000 – R1million</td><td>20 Points</td></tr><tr><td>(c) Value of R1000 001 – R3 million</td><td>30 Points</td></tr><tr><td>(d)Value of R3 000 001 and above</td><td>50 Points</td></tr></table> 1.2. Contactable reference letters on the company letter head signed by Head or representative of institution/company confirming: - The bidder's verifiable experience in respect of the Bidder's performance of services rendered. The reference letter should indicate description of service rendered and value of the project. <table><tr><td>a) No letter submission</td><td>0 Points</td></tr><tr><td>b) 1 letter</td><td>5 Points</td></tr><tr><td>c) 2 letters</td><td>10 Points</td></tr><tr><td>d) 3 letters</td><td>15 Points</td></tr><tr><td>e) 4 letters and above</td><td>20 Points</td></tr></table> N.B The Department reserves the right to verify the accuracy of the reference letters. In case of false reference letter, the bid will be disqualified.	(a)No value (Or less than R500 000)	0 Points	(b) Value of R500 000 – R1million	20 Points	(c) Value of R1000 001 – R3 million	30 Points	(d)Value of R3 000 001 and above	50 Points	a) No letter submission	0 Points	b) 1 letter	5 Points	c) 2 letters	10 Points	d) 3 letters	15 Points	e) 4 letters and above	20 Points	50 <
(a)No value (Or less than R500 000)	0 Points																				
(b) Value of R500 000 – R1million	20 Points																				
(c) Value of R1000 001 – R3 million	30 Points																				
(d)Value of R3 000 001 and above	50 Points																				
a) No letter submission	0 Points																				
b) 1 letter	5 Points																				
c) 2 letters	10 Points																				
d) 3 letters	15 Points																				
e) 4 letters and above	20 Points																				

NB: Bidders who obtained the minimum score of 70 points or above will be evaluated further in terms of price and specific goals

 3^a

7. PHASE 4: PRICE AND PREFERENCE POINTS SYSTEM

Price and specific goals will be evaluated in accordance with the Preferential Procurement Regulations and applicable SCM prescripts.

Points shall be allocated as follows in line with the Preferential Procurement Regulations of 2022.

Folio No.	Criteria	Points
(a)	Price	80
(b)	Preference points (Specific Goals) status level of contribution:	20
Total		100

SPECIFIC GOALS

No	Designated Group	Points	Means of Verification
1	Black people	3	Through CSD printed by LDOE during evaluation
2	Youth	5	Through CSD printed by LDOE during evaluation
3	Women	5	Through CSD printed by LDOE during evaluation
4	People with disability	3	Verified Through CSD Bidders with disabilities must attach medical certificate completed by registered medical practitioner printed by LDOE during evaluation
5	Small, Medium, and Macro-Enterprises (SMME's)	2	Through CSD printed by LDOE during evaluation
6	Enterprise located in rural or underdeveloped areas	2	Through CSD printed by LDOE during evaluation

8. PRICING SCHEDULE

BIDDERS MUST QUOTE ALL ITEMS AS PER PRICING SCHEDULE. Inclusive of Value Added Tax (VAT)

Prices for Year 2 and Year 3 will be determined according to Consumer Price Index. (CPI)

ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE INCLUDING VAT-Year 1	UNIT PRICE INCLUDING VAT-Year 2	UNIT PRICE INCLUDING VAT-Year 3
Industrial Box and Pan Brake(Sheet Metal Bending Machine)	Each	R _____	R _____	R _____
Industrial Pedestal Drill Press Machine	Each	R _____	R _____	R _____
Portable Bending Press (Hydraulic)	Each	R _____	R _____	R _____
Industrial Rolling Machine (Vertical and Horizontal)		R _____	R _____	R _____
Welding Laser Machine	Each	R _____	R _____	R _____
Welding Machine Complete Set plus Trolley	Each	R _____		
Industrial Heavy Duty Table Saw	Each	R _____	R _____	R _____
Heavy Duty Industrial Work Bench	Each	R _____	R _____	R _____
Industrial electric Angle Grinder	Each	R _____	R _____	R _____
Heavy Duty Bench Grinder	Each	R _____	R _____	R _____
Industrial Metal Cutt off Saw	Each	R _____	R _____	R _____

41

5 Speed Hood Dryer(Ribalta or equivalent)_	Each	R _____	R _____	R _____
Hair Basin Adjustable with Shampoo Bowl Zinc	Each	R _____	R _____	R _____
Steam Big Irons, Russell or Equivalent GC3920/20	Each	R _____	R _____	R _____
Professional Salon Styling Chair	Each	R _____	R _____	R _____
Professional Hair Clipper	Set	R _____	R _____	R _____
Professional Hair Dressing training Mannequin Head	Each	R _____	R _____	R _____
2 Head Embroidery Machine	Each	R _____	R _____	R _____
Thread Industrial Overlocker 351G251M55EA	Each	R _____	R _____	R _____
Industrial Overlocker Sewing Machine 5-thread system	Each	R _____	R _____	R _____
Professional Industrial Sewing Machine	Each	R _____	R _____	R _____
Air Conditioners 18 000 BTU	Each	R _____	R _____	R _____
Heavy Duty Electrical Stove	Each	R _____	R _____	R _____
Industrial Oven	Each	R _____	R _____	R _____
Commercial Microwave Oven	Each	R _____	R _____	R _____
Double Door Refrigerator	Each	R _____	R _____	R _____

ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE INCLUDING VAT-Year 1	UNIT PRICE INCLUDING VAT-Year 2	UNIT PRICE INCLUDING VAT-Year 3
Heavy Duty Kitchen Preparation Table	Each	R _____	R _____	R _____
Industrial Mixer	Each	R _____	R _____	R _____

9. ENDORSEMENT

9.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
MR SESHIBE MV		

9.2. ENDORSEMENT OF THE OFFER BY THE BIDDER

This document has been read and understood by the bidder represented by: -

NAME	DESIGNATION/ POSITION	SIGNATURE	DATE

ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE INCLUDING VAT-Year 1	UNIT PRICE INCLUDING VAT-Year 2	UNIT PRICE INCLUDING VAT-Year 3
Heavy Duty Kitchen Preparation Table	Each	R	R	R
Industrial Mixer	Each	R	R	R

9. ENDORSEMENT

9.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
MR SESHIBE MV		17/02/2016

9.2. ENDORSEMENT OF THE OFFER BY THE BIDDER

This document has been read and understood by the bidder represented by: -

NAME	DESIGNATION/ POSITION	SIGNATURE	DATE