

PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	LDE/B16/2025/26	CLOSING DATE:13 FEBRUARY 2026	CLOSING TIME: 11H00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE (03) YEARS.		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
113 BICCARD 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 RAMBAU M.M
TELEPHONE NUMBER	015 290 7670	TELEPHONE NUMBER	015 290 7603
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za	E-MAIL ADDRESS	RambauMM@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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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.			

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/B16/2025/26
Closing Time 11:00	Closing date: 2026/02/13

OFFER TO BE VALID FOR 180 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 basis

*Delivery: Firm/not firm

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

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

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

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

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

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 PRIOR REQUIREMENTS

3.1.1 THE 80/20 OR 90/10 PREFERENCE RULE

A maximum of 80 or 90 points is allocated for price, quality, delivery, and service.

80/20

90/10

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

Where

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 PRIOR

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

80/80

95

00/10

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

$$P_S = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

8

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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black people	2	
Youth	2	
Women	3	
Person with disability	1	
Small, Medium and Micro Enterprises (SMMEs)	1	
Enterprises located in rural or underdeveloped areas	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole proprietor
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.

10

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

Js General Conditions of Contract (revised July 2010)



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

LIMPOPO DEPARTMENT OF EDUCATION

THE APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE YEARS

TENDER LDE/B16/2025/26

NAME OF TENDERER:

This tender closes at 11h00 on 13 February 2026

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:

**LIMPOPO DEPARTMENT OF
EDUCATION** 113 Biccard Street
POLOKWANE
LIMPOPO
0699

Contact Name: Ms Mashudu Rambau
Telephone: 015 290 7603
Email: RambauMM@edu.limpopo.gov.za

LIMPOPO DEPARTMENT OF EDUCATION

**THE APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO
DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE YEARS**

TABLE OF CONTENTS

Part Heading

The Tender

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee / Performance Security

C1.4 Insurance Broker's Warranty

Part C2: Pricing Data

C2.1 Pricing Instructions C2.2

Pricing Schedule Part C3: Scope of Work

C3.1 Scope of Works

C3.2 Remuneration and Payment

Part C4: Site Information

C4.1 Locality Plan

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE YEAR

The Limpopo Department of Education (LDoE) invites tenders from Consultants for the appointment of a suitably qualified infrastructure technical support unit to provide support to the Limpopo Department of Education in the management of infrastructure delivery programmes for a period of THREE years in Limpopo province.

The duration of the project will be 3 years (36 months) after signing the SLA. The contract may be extended for a period not exceeding 1 year(12 months) The option will be exercised based on good performance of the ITRU by the Accounting Officer.

Tender documents will be available through the Government etender Portal (<http://www.etenders.gov.za>).

Technical queries relating to this tender may be addressed to:

Name: Ms. Rambau MM

Office: 015 290 7603

E-MAIL: RambauM@edu.limpopo.gov.za

Supply chain and administrative queries relating to this tender may be addressed to:

Contact Person: Mabunda GSS

Tel: (015) 290 7670

E-mail: MabundaGSS@edu.limpopo.gov.za

Tenderers are requested to forward questions or matters for clarification in writing or telephonically (per e-mail only) to Rambau@edu.limpopo.gov.za as indicated in this tender document. They must be received not later than.

The closing time for receipt of tenders is 11h00 am Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT: Department of Education, 113 Biccard Street, Polokwane.
Please enquire at reception.

Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

The tender box is generally **open 24 hours, 7 days a week.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

T1.2 TENDER DATA

The **Tender Data** shall be read with the **Standard Conditions of Tender** to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The **Tender Data** hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. **The Conditions of Tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in the Government Gazette No. 38960 of 10 July 2015.**

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause

F.1.2

(a) This **Project Document**, which contains the following:

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee / Performance Security

C1.4 Insurance Broker's Warranty

PART C2: PRICING DATA

C2.1 Pricing Instructions C2.2 Schedule of Rates

PART C3: SCOPE OF WORKS

C3.1 Scope of Works

Clause Number	Data / Wording
	<p>(c) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(d) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004 as amended.</p> <p>(e) The Preferential Procurement Policy Framework Act and the Preferential Procurement Regulation, 2022.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of all the relevant Acts, Regulations and Standards referred to in this document, as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labor.</p>

Clause Number	Data / Wording
F2.1	<p>Eligibility</p> <p>F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
F2.2	<p>Cost of tendering</p> <p>Accept that, unless otherwise stated in the tender data, the employer will not compensate the tender for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.</p>
	<p>33</p>

<p>F.2.3</p> <p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>F.2.4</p> <p>Reference documents</p>	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>

<p>Clause Number</p>	<p>Data / Wording</p>
<p>F.2.7</p>	<p>There will be no compulsory briefing session.</p>
<p>F.2.10</p>	<p>All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
<p>F.2.13</p>	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances, whatsoever may the tender forms be retyped or redrafted.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p>

34

Clause Number	Data / Wording

F.3.11	<p>Evaluation of tender offers</p> <p>The procedure for evaluation of responsive Tender Offers will be Stage 1, 2 and 3: Mandatory, Functionality as well as Price and Preference.</p> <p>The evaluation of bids will be separated into three stages:</p>	<p>1. Administration Requirements</p> <p>The following are Administration requirements for the above-mentioned tender/bid: -</p> <ul style="list-style-type: none">(a) Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability about claims by bidders that pages are missing or duplicated.(b) Only those Bidders who are registered with the relevant professional council.(c) It is an absolute requirement that Taxes of the successful bidder must be in order at the time of award of the tender and during the term of the contract.(d) In case of a Joint Venture/Consortium, Tax matters of each party must be in order.(e) Tenders submitted jointly by two or more parties as Joint Venture/Consortium shall be accompanied by a duly certified copy of the document establishing the Joint Venture/Consortium, registered, and authenticated by an official authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the person authorized to represent it, how their assets will be legally obligated, and functions of each party in the Joint Venture/Consortium (responsibility of each party).(f) The tender offer is signed by a person authorized to sign on behalf of the Tenderer.(g) Tenderers must provide certified copies of Compensation for Occupational Injuries and Diseases Act (COIDA) that it is in good standing with the compensation fund or with a licensed compensation insurer(h) The tenderer has submitted certified copies of the directors, owners and shareholders identity documents with the tender offer.(i) All tender documents must be initialed on each page and signed by the tender where indicated.(j) The tenderer is registered with the relevant built environment councils as a professional in one of the following disciplines: PrEng(ECSA), PrQS(SACQSP), PrArch(SACAP) or PrCPM(SACPCM) and is in good standing. Copy of the professional registration document(i) More than 50% ownership of the firm is owned by a professionally registered person as above.
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(k) The entire bid document must be completed in black ink and signed by an authorized signatory.

(l) Bidders must be registered on Centralized Supplier Database and furnish their CSD No:-

MAAA								
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(m)Attachments

- (i) Originally certified not older than 6 months copy/copies of Identity Document/s of the Director/s, Member/s and Shareholder/s of the Company.
- (ii) In a case of a **sole proprietor** submitting a tender, include a copy of a document or an Affidavit that confirms ownership of the business entity and an official of the entity authorized to sign the documents on behalf of the business entity.
- (iii) In a case of a **Company** submitting a tender, include copies of a company registration document with the Companies and Intellectual Property Commission Registration (CIPC) and a resolution by its board of Directors authorizing a Director or other official of the company to sign the documents on behalf of the company.
- (iv) In the case of a **Closed Corporation** submitting a tender, include copies of company registration document with the CIPC and a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of **Partnership/Joint Venture** submitting a tender, all directors/members of each firm/company shall authorize one or more person/s to sign on behalf of the firm/company. All partners shall include all individual registration documents with the CIPC and a letter signed by both parties authorizing one person or several persons to sign on behalf of each partner or the Partnership/Joint Venture.

2. STAGE 2 EVALUATION ON FUNCTIONALITY

Eligible tenders passing Stage 1 will be technically evaluated for functionality in accordance with the Stage 2 evaluation criteria. The evaluation of technical information will be guided by the following:

Tenderer understands of the brief – the tender provides a clear indication that the tenderer fully understands the purpose and scope of the work and the tenderers' own roles and functions in this regard;

Capability and experience – the tender provides a clear indication that the tenderer's team comprises of people with the necessary experience, skills qualifications and knowledge required to ensure the highest standards of quality;

Record of accomplishment – the tender provides clear information on previous, relevant projects that confirm that the tenderer has the required experience and success record of accomplishment in the area;

- i. Functionality shall be scored independently by not less than three evaluators as follows for each of the criteria shown in the table above
- ii. The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Maximum Points Score
A. Organogram and experience of key staff	55
B. Locality	5
C. Tenderer's experience	40
Maximum possible score for Functionality	100

- i. For further evaluation, the minimum number of evaluation points to be scored for Functionality is **75 points**.
- ii. Only those tenderers who achieve the minimum number of functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality Table Below shall be used for scoring:

FUNCTIONALITY TABLE

Criteria	Evidence	Sub-Criteria	Points
Project Leader x1 1 Built Environment Professional with relevant Qualifications (Pr QS / Pr Arch / Pr Eng / Pr CPM)	Professional Body Registration Certificate and Certified Copies of Qualifications and Identity Documents (Only documents certified not more than six [6 months]as at the closing date of the tender). NB: A copy of a certified copy will not be accepted.	Professionally Registered Qualification Unregistered Persons being shareholders in the firm.	15 0
Contract Administrator x 4 2 2x Professional Quantity Surveyor professional (Pr. Registered) 1x Professional Engineer Civil/structural (Pr. Registered) 1x Professional Architect Pr. Registered	Professional Body Registration Certificate and Certified Copies of Qualification and Identity Documents (Only documents certified not more than six [6 months]as at the closing date of the tender.) NB: A copy of a certified copy will not be accepted.	Number of requested Contract Administrators submitted.	20 20 15 10

Criteria	Evidence	Sub-Criteria	Points
	<p>Note : only the required number per professional per discipline will be considered (2xPRQS.1xEngineer ,1xArchitect 1 required)</p> <p>EFMS Data collection and capturing x With NQF4 (Equivalent to Grade 12)</p>	<p>Certified Copies of Qualifications and Identity Documents (Only documents certified not more than six [6 months]as at the closing date of the tender.)</p> <p>NB: A copy of a certified copy will not be accepted. All above documents to be attached to considered in sub-criteria column</p>	<p>One (1) Projects Zero (0) Professional</p> <p>EFMS data Capturer</p> <p>5 or more With NQF level 4</p> <p>3 and 4 With NQF level 4</p> <p>1 and two capturers With NQF level 4</p> <p>0.With NQF level 4 data</p> <p>Within polokwane</p> <p>Outside polokwane within Limpopo Province</p> <p>Outside Limpopo Province</p> <p>No submission</p>
<p>Locality within Limpopo Province.</p> <p>4 The tenderer must provide written evidence that they have or letter of intend to lease or own adequate office space in Polokwane .</p>		<p>Attachment of any copy of the following documents:</p> <p>(a) A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than three (6) months in the name of the director or company; or</p> <p>(b) A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. Or</p> <p>(c) The tenderer must provide written evidence that they have or letter of intend to lease or own adequate office space in Polokwane with a boardroom that can</p>	<p>5</p>

Criteria	Evidence	Sub-Criteria	Points
5 Experience	<p>Professional service Providers must provide' proven track record of three previous experience in similar Portfolio, PMU, ITRU programmes in the Public and Private Sector in the past 10 years.(From the closing date of the bid)</p> <p>Attachment of the following: -</p> <p>(a) Appointment Letter indicating Programme/Portfolio Management services in Infrastructure Planning and delivery.</p> <p>(b) Contactable reference letter signed, stamped and on the client's letterhead will be acceptable.</p> <p>NB: The department may verify the submitted documents</p>	<p>(2) or more Programmes</p> <p>(1) Programme</p> <p>No track record</p>	<p>40</p> <p>20</p> <p>0</p>
6 Project Managers x 10	<p>4 x Professionally Registered Quantity Surveyors,</p> <p>2 x Professionally Registered Civil/Structural Engineer/Technologist..</p> <p>2 x Professionally Registered Architect/Technologist</p> <p>2 x Professionally Registered Project Manager,</p>	<p>Professional Body Registration Certificate and Certified Copies of Qualifications and Identity Documents (Only documents certified not more than six [6 months]as at the closing date of the tender.)</p> <p>NB: A copy of a certified copy will not be accepted. All the above documents to be attached to be considered.</p>	<p>15</p> <p>15</p> <p>5 to 9. Project managers as required</p> <p>(0) No. Project managers as required</p>
			<p>TOTAL POINTS</p> <p>100</p>

F
-

The tenderer must score a minimum of 75 (Seventy-Five) weighted points out of 100 during Stage 2 (technical) of the evaluation to qualify for Stage 3 of the evaluation, where only points for price 90 and in accordance with the specific goals 10 will be considered.

The tenderers will be evaluated using the following evaluation criteria:

3. EVALUATION ON PRICE AND PREFERENCE POINTS SYSTEM

The points scoring shall be allocated as follows in line with the Preferential Procurement Regulations of 2022.

Folio No.	Criteria	Points
(a)	Price	90
(b)	Preference points (Specific Goals) status level of contribution	10
Total		100

SPECIFIC GOALS

No	Designated Group	Points	Means of Verification
1	Black people	2	Through CSD
2	Youth	2	Through CSD
3	Women	3	Through CSD
4	Persons with disability	1	Through CSD
			Bidder with disability must attach medical certificate completed by registered medical practitioner registered with HPCSA
5	Small, Medium and Macro-Enterprises (SMME's)	1	Through CSD
6.	Enterprise located in rural or	1	Through CSD

42

<input type="checkbox"/>	underdeveloped areas	<input type="checkbox"/>	Attach proof of residence
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f3

Clause Number	Data / Wording
	<p><u>Scoring Preference points</u></p> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"> (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and (b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and (c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to Returnable Schedule L. <p><u>Total Scores for Financial and Preference</u></p> <p>The points scored for a Tenderer in respect of price and designated groups must be added to the total points. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>
F.3.13	F.3.13.1 The legal requirements for acceptance of the tender offer are:

Clause Number	Data / Wording
	<p>Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>(b) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.</p> <p>(c) Declaration - the Tenderer has indicated and declared whether a spouse, child or parent of the Tenderer is in the service of the State.</p> <p>(d) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favor; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the</p>
F.3.14.1	<p>Before any work can commence all contractual documents must be signed by both parties (LIMPOPO DEPARTMENT OF EDUCATION (LDOE) and the successful bidder) as well as the issue of an official purchase order and should there be any dispute regarding the finalization of the agreement, LDOE reserves the right to cancel the contract with no cost implications for the Department.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the</p>

PART T2: TENDERING RETURNABLES

Tenderers are required to submit each of the following items with their tender as per the TENDER SUBMISSION CHECKLIST. Each item must be circled and submitted as indicated. These items are considered "gate keepers". Failure to submit an item which is a gatekeeper will result in the tender declared non-responsive and as a result disqualified.

TENDER SUBMISSION CHECKLIST			

Stage 1 – “Qualification Documents”			
Ref	Item	Check	Envelope
A	Completed Bid Submission Checklist – Envelope 1	Yes/ No	1
B	Record of Addenda to Tender Documents	Yes/ No	1
C	SBD 1 – Invitation to Bid		
D	SBD 4 – Bidders Disclosure	Yes/ No	1
E	Resolution by Directors/ Members/ Trustees	Yes/ No	1
F	Partnership/ Joint Venture/ Consortium Agreement	Yes/ No	1

“Qualification Documents”			
Ref	Item	Check	Envelope
G	Compensation for Occupational Injuries and Diseases Act	Yes/No	1
H	Enterprise Registration Certificate	Yes/ No	1
I	Certified Identification documents	Yes/ No	1
J	Company share certificates	Yes/ No	1
K	CENTRAL SUPPLIER DATABASE	Yes/ No	1
L	Complete tender document	Yes/ No	1
M	SBD 3.1 Only firm Prices will be accepted, non-firm prices subject to rates of exchange variations) will not	Yes/ No	1
N	SBD 6.1 Preference Points Claim from in terms of the Preferential Procurement Regulations 2022.	Yes/No	1

LIMPOPO DEPARTMENT OF EDUCATION

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

ADDENDUM No.	DATE

Please attach all Addenda to this page

SIGNATURE:

DATE: _____

(Of person authorized to sign on behalf of the Tenderer)

47

Part C1.1. Form of Offer and Acceptance

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for :**THE APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE YEARS**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....Ran

d (in words); R

.....(in
figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning THREE copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature..... Date

Name.....

Capacity.....

for the
tenderer

48

(Name and address of organization).....

.....
Name and signature of witness: **ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement) Part C2 Pricing data

Part C3 Scope of work. Part C4 Site information

And drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives THREE fully completed original copy of this document, including the schedule of

deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature: Date:

Name: Capacity:

**For the
Employer**

Name and signature of witness:

.....

SCHEDULE OF DEVIATIONS

1 Subject

Details

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

2 Subject

Details

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

3 Subject

Details

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

4 Subject

Details

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

5 Subject

Details

.....

.....

.....

By the duly authorized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Employer

Tenderer

Signatures:

..... Names:
..... Capacity :
.....

Witness

Signatures:

..... Names:
..... Capacity :
.....

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ shareholders of the enterprise, the signature of any THREE of the directors or shareholders to this bid will bind all the directors/ shareholders of the enterprise and will therefore render the bid valid.
2. In the event that a non-shareholder/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least THREE director/ shareholder of each of the parties need to sign the joint venture or consortium agreement.

4. Furthermore, in the case of a joint venture or consortium at least THREE director/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

A. DECLARATION

I, THE UNDERSIGNED NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Scope of Work (Terms of Reference)

Abbreviations and Definitions used in the Terms of Reference

DoE	Department of Education
LDoE	Limpopo Department of Education
LDPWRI	Department of Public Works, Roads and Infrastructure
ITRU	Infrastructure Technical Resource Unit
Toolkit	Guidelines and procedure for infrastructure planning and delivery management as produced by the Construction Industry Development Board

1. BACKGROUND

1. The department of Public Works, Roads and Infrastructure is mandated to act as the Implementing agent of choice for the entire province. However to date the LDPWRI has been unable to claim this mandate due to a severe lack of capacity leading to several client departments utilizing other Implementing Agents rather than LDPWRI.
2. In order to reverse this situation LDOE has decided to create an ITRU to provide the technical project and programme management capacity required by the department to fulfil its mandate.
3. The ITRU will be an in-house professional team, that will assist with capacity within the infrastructure delivery directorate of LDoE. The resources will be procured for a period of **3 years (36 months)** to assist the LDoE with strategic service delivery issues while the process of capacitation is being undertaken within the HR section. It has to be noted that the whole country is experiencing skill shortage problems and as such, the ITRU will be involved in skills transfer to the newly recruited staff in those instances where such skills are lacking.
4. The LDoE's budget consists of a substantial infrastructure delivery programme with an annual budget in the order of R0.8 – R1.6 billion per year. LDOE's mandate comprises of: the construction and maintenance of schools, building of new works, maintenance and renovations, upgrading, and all related activities.

2. TERMS OF REFERENCE (TOR).

1. Neither the LDPWRI nor the Client Departments have sufficient capacity to manage such a large programme effectively. They therefore require a capable agency to assist and support them and to take responsibility for several elements there-of at Provincial level. The purpose of this brief is to procure the services of these unit which will be called the Infrastructure Technical Resource Unit (ITRU).

3. OBJECTIVE OF THESE TERMS OF REFERENCE

1. The objective of this ToR is to describe the services to be procured from suitably qualified individuals, on a (3) THREE year contract to provide skilled competent and experienced individuals to serve as members of the ITRU.

4 THE NATURE AND ROLE OF THE ITRU

- a) The ITRU will be based in Polokwane and some within the 5 x provincial districts. The ITRU will support the Department of Education in their joint programme management functions, as well as supporting them individually in certain line function activities.
- b) Respondents are required to propose a team of experts, professionals and practitioners to support the head office and district officials. All persons put forward in a tender must sign a statement at the end of their CV confirming their availability for the duration of the contract.
- c) All persons allocated as resources for the implementation of the ITRU Programme are required to submit a signed contract. A review will be conducted periodically, at the discretion of the Department, to confirm that the resources remain active and to validate their continued involvement in the programme..
- d) The support team must be in Polokwane.

- e) This team must have a combination of the following skills and significant experience in the areas indicated, which must be adequately demonstrated within the CVs of the proposed team members. The proposed resources are as follows

The Resources Roles and Responsibilities Table below

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
Oversight all Programs	Project leader	Polokwane	1	Post Graduate Qualification (NQF 7) in the built environment.	Built Environment Professional	Knowledge of planning and programming of infrastructure projects, especially those within the public sector;	<ul style="list-style-type: none"> • Prepare, co-ordinate, agree and monitor documentation programme. • Consolidate information and prepare regular reports of projects and submit them to the Programme Manager/Chief Director. • Introduce reliable information management systems and train departmental staff on the usage of the systems • Assist in the planning processes of the department • Submit all reports as necessary to comply with Treasury prescripts • Advise the client, in conjunction with the other professional consultants on the appropriate processes to be embarked to improve turnaround times. • Agree the format and procedures for monitoring and control of reports (monthly, quarterly and annual) for submission to clients. • Establish the construction documentation issue process. • Co-ordinate the assembly of the contract documentation for signature.

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
	Contract Administrator	Polokwane	4	A Tertiary qualification (NQF 7) in a Built Environment, a certificate in advanced law/legal-related qualification	4XProfessional Quantity Surveyor / 2XProfessional Engineer Civil /Professional Architect Pr. Registered (Pr. Registered)	Experience in public sector construction procurement & supply chain management Experience in construction contract management. Proven track record in project management. min 4 years' experience after professional registration	<ul style="list-style-type: none"> • Assist the department in developing tracking tools which will manage the closure of final accounts and close-out report. • Review procurement documents prepared by project managers and consultants. • Facilitate the compilation of specifications • Advise and give inputs of key deliveries in procurement documents • Advise and provide solutions in any dispute between parties on site. • Provide preventative measures to avoid disputes and site stoppages • Assist in the management of transparent and effective construction procurement. • Audit compliance to key legislation and industry norms. • Completeness and accuracy of filing systems • Assisting and providing support to the project leader and channeling information flow between programs.

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
				A	B	C	<ul style="list-style-type: none"> • Scan of correct information into the computerized systems. • Monthly progress reporting on Audit Intervention Plan and updating, improving and maintaining of the plans per Program • Attend technical, progress and financial meetings. • Provide advice and lead the full implementation of the IDMS systems including adherence to Control Gate systems • Provide Implementation strategies to fast track service delivery • Produce reliable long-term plans and assist to develop reliable maintenance systems. • Provide advice and implement various strategies on implementable procurement procedures. • Comment on contract documentation, where applicable, prior to signing of the contract

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
				A	B	C	<ul style="list-style-type: none"> • Comment on financial control reports and cash flow schedules and report the information to the Project leader. • Comment on the financial and contractual aspects of claims between the client, consultants and the contractor. • Advise the client on the acceptability of the final account. • Advise the client on the final payment certificate prior to issuing. • Advise on Green Building strategies

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
	Project Managers	Capricorn Mopani Vhembe Waterberg Sekhukhune	10	NQF7	4x Professionally Quantity Surveyor	Experience in infrastructure project delivery programme management, planning and project management of infrastructure projects, especially those within the public sector.	<ul style="list-style-type: none"> • Consolidate reports on behalf of the programme and report to relevant platforms. • Assist in the compilation of Bid Evaluation reports for procurement. • Provide mentorship programme to Candidate professionals • Provide project management services and tracking tools to manage performance of infrastructure projects • When delays or problems occur, the project manager must be ready to make the changes required to move the project past the issue. • Conduct site visits to verify the works and candidate professionals across the province • Provide professional advice and service related to Project Managers professional registration discipline. • Provide administrative support to the programme

Programme/ Sub-Programme	Resource	Location	No of resources	Minimum Qualifications	Professional Registration (if applicable)	Minimum Professional experience	Job Descriptions per Resource
				A	B	C	
	EFMS Data collection and capturing	Polokwane	5	NQF4 plus 2years' experience	N/A	Data capturing environment and computer literacy	<ul style="list-style-type: none"> • Collect and capture data in the EFMS and EPWP
	TOTAL		20				

PRICING SCHEDULE

NAME OF BIDDER:	BID NO.: LDE/B16/2025/26
CLOSING TIME 11:00 AM	
CLOSING DATE: 13 February 2026	

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

Item No	DESCRIPTION
1	BID FOR THE APPOINTMENT OF A SUITABLY QUALIFIED INFRASTRUCTURE TECHNICAL RESOURCE UNIT TO PROVIDE SUPPORT TO THE LIMPOPO DEPARTMENT OF EDUCATION IN THE MANAGEMENT OF INFRASTRUCTURE DELIVERY PROGRAMMES FOR A PERIOD OF THREE YEAR

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time and including all expenses inclusive of all applicable taxes for the project.

PROGRAMME/ SUB-PROGRAMME	RESOURCE NUMBER	RESOURCE	DPSA LEVEL	Number of Resources	Estimated Contract Working Hours per resource in 3 years	Rate/ Hour (R)	Total Costs
OVERSIGHT ALL PROGRAMS	1	Project Leader	13	1	3600	R.....	R.....
	2	Contract Administrators	12	4	3600	R.....	R.....
	3	EFMS Data Capturer	8	5	5040	R.....	R.....
	4	Project Manager	11	10	5040	R.....	R.....
	SUB TOTAL (EXCLUDING DISBURSEMENTS)					R.....	R.....
	DISBURSEMENTS (10% OF TIME COST)					R.....	R.....
	SUB TOTAL (INCLUDING DISBURSEMENTS)					R.....	R.....
	CONTINGENCY @ 10%					R.....	R.....
	SUB TOTAL (INCLUDING CONTINGENCY)					R.....	R.....
	VAT @ 15 %					R.....	R.....
	TOTAL BID PRICE					R.....	R.....

CONDITIONS FOR QUALIFICATIONS AND PROFESSIONAL REGISTRATION

Proof of Qualifications and professional registrations in good standing must be submitted with the bid.

Qualifications which will qualify for recognition must fall into the following categories and maybe verified (if deemed necessary) at SAQA

Foreign qualifications will only be recognized if it was validated by SAQA. Proof must be submitted with the bid.

NOF's	Description
6	<i>Diplomas</i>
7	<i>Bachelor's degree</i>
8	<i>Honours degree</i>
9	<i>Master's degree</i>
10	<i>Doctor's degree</i>

In cases where the scope of works can be clearly defined and specialist services are required Government Gazzetted Guidelines for fees may be utilized. For management of a multidisciplinary team the ITRU will be able to negotiate at a fee not exceeding 5%. For Other Specialist work required the ITRU will be able negotiate at a fee not exceeding 10%. The contingencies will be utilized for these types of work.

5. SCOPE OF WORK(continued)

- a. The following lists of tasks is to be taken as neither fully inclusive, nor totally exclusive. It is given to impart a reasonable extent of the scope of work of the ITRU.
- b. It is envisaged that work plans will be developed jointly with the client Department for review by the infrastructure directorate and that these work plans will address the circumstances and challenges in the province.
- c. The approved work plans will determine the specific tasks that the ITRU team will perform.
- d. Four main areas of support;
 - i. Support to the management structure
 - ii. Direct support to the LDoE
 - iii. Programme Management of infrastructure programmes at client Department
 - iv. Support of Expanded Public Works Programme
- e. Skill transfer and capacity building are implicit within all the above areas of Support.

6. SUPPORT TO LDoE

1. Assist LDoE in managing planning and delivery at a provincial level that should include all aspects of programme management.
2. Coordinate and consolidate PIA reports
3. Coordinate and manage meetings (venues, agendas, minutes, actions).
4. Assist LDoE with the approval of variation orders
5. Provide LDoE provincial office with professional architectural support for approval of drawings as required
6. Provide LDoE provincial office with professional architectural, quantity surveying and engineering support required for.
7. Uniformity/ alignment of tender documentation
8. Support & assistance with technical queries
9. Assistance in dealing with contractual claims and disputes
10. Assistance to LDoE with audit / spot checks on final accounts and professional fee claims
11. Reporting as required by the LDoE
12. Assistance in budgeting and procurement planning
13. Assistance in compilation of specifications, terms of reference, quotation and tender documents
14. Assistance in the compilation and on-going maintenance of project files and performance evidence files
15. Planning and first order budgeting
16. Budget and payment monitoring
17. Data capturing, population and management of EFMS or any other Database of the Client Department
18. Reporting (updating, populating, collation, consolidation, etc) as required by the client Department
19. Strategic technical advice for infrastructure planning & delivery

7. PROGRAMME MANAGEMENT

1. Responsibility for professional leadership, guidance and advice on all aspects of programme management e.g scope, time frames, financial management performance management, risk management, procurement etc.
2. Responsibility of all aspects of reporting and budget control and meeting all government requirements in this regard
3. Assisting the LDoE in ensuring that all implementing Agents comply with all the relevant legislation and directives and that they follow best practice throughout.

8. KEY DELIVERABLES

- a. The ITRU team will be responsible for the following key deliverables, within 30 days of their appointment, the ITRU will complete and submit a detailed work plan detailing tasks deliverables and timeframe of how the above support will be provided, for agreement and approval to the HOD in line with:
 - i. The requirements of these terms of reference
 - ii. The requirements of all applicable legislation as agreed
 - iii. Treasury requirements , particularly about reporting
 - iv. Interactions with the relevant LDoE personnel.
 - v. Should it be required to amend these tasks due to changing circumstances, such changes will be through formal variations to the work plan i.e. as agreed with LDoE in writing
 - vi. Monthly progress reports to the Departments describing all activities and progress towards achieved through formal variations to the work-plan
 - vii. Monthly progress reports to the Department describing all activities and progress toward achieving annual work plan objectives.
 - viii. All the reporting required in terms of Divisions of Revenue Act, Expanded Public Works Programme. National Department and National Treasury as required.
 - ix. Development and presentation of close out reports for completed activities in the approved workplan
 - x. Mentoring and skills transfer to the counterparts and the personnel with whom the ITRU will be working
 - xi. An exit plan indicating the scaling down of involvement after the expiry of the 3 year (36 months) period until logical completion of the relevant programmes

9. PERFORMANCE

- a. Performance will be measured as against the approved work plan quarterly.
- b. The ITRU members shall always act professionally and with integrity objectives and independently as faithful agent of the Department of Education.
- c. Work task quotation needs to be approved before work commences for cost control purposes.
- d. Non-performance will be penalized as stated in the Service Level Agreement(SLA) to be signed by the ITRU

10. CORE COMPETENCIES

- a. Respondents are required to propose a team of experts, professionals and practitioners to support the head office and district offices. All persons put forward in

a tender must sign a statement at the end of their CV confirming their availability for the duration of the contract.

11. REPORTING AND MANAGEMENT

- a. The ITRU Programme Manager will act as the Team Leader and will report directly to the Chief Director but will liaise closely with Departmental infrastructure Unit and respond accordingly to requests.

12. CONTRACT DURATION

- a. The proposed ITRU contract will be a period of **3 years (36 months)**
- b. The Department reserves the right to consider the extension of the contract or portions thereof, in consultation with the successful bidder for a further period, without going to an open bidding process.

13. TRANSFER OF SKILLS

- a. Transfer of skills in the form of hand holding, in-service training, workshops etc. to Departmental officials.

14. FACILITIES TO BE PROVIDED BY THE TENDERER

- a. The successful tenderer will be required to establish and maintain at its own cost an offsite office in the Province of the Limpopo in the town of Polokwane.
- b. The tenderers must provide all the necessary office equipment such as computers, printers, copiers, scanners, etc. as well as internet and email services provision.
- c. The tenderers must also provide for its own administrative support, stationery and communication costs.
- d. Travelling from and to the Departmental Head Office will be for the account for the bidder and cannot be claimed separately as it is allowed as a percentage to the bid amount.

GENERAL CONDITIONS OF CONTRACT

B. 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 provider's performance
22. Penalties
23. Termination for defaults
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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 between the purchaser and the provider, 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 provider 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 the 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 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 provider 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 provider and not involving the provider'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 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 the equipment, machinery, and/or other materials that the provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 labor, 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 that 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 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 Invitations to bid are usually published in locally distributed news media and on the institution’s website.

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 provider 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 by the provider 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 provider 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 fulfilling 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 provider’s performance under the contract if so, required by the purchaser.
- 5.4 The provider should permit the purchaser to inspect the provider’s record relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

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 provider'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 THREE 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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analysis

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 purchaser or an organization acting on behalf of the purchaser.

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 will be carried out, the purchaser shall 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 & 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 provider.

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

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. Packaging

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

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 The provider in accordance with the terms specified in the contract shall make delivery of the goods and arrangements for shipping and clearance obligations.

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this should be specified.

13. Incidental services

13.1 The provider may be required to provide any or all the following services, including additional services, if any:

- (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 agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) 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 provider 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 provider 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 provider, 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.

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

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

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary,

at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment
 - 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
 - 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
 - 16.4 Payment will be made in Rands unless otherwise stipulated.
17. Prices
 - 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, except for any price adjustments authorized or in the purchaser's request for bid validity extension, Increase/decrease of quantities
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted if there is no escalation in price.
19. Contract amendments
 - 19.1 No variation in our modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment
 - 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts
 - 21.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance
 - 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
 - 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the

provider'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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 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 provider'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 provider.

23. Penalties
- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default
- 24.1 The purchaser, without prejudice against any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
 - (a) if the provider fails to deliver any or all 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 provider fails to fulfil any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. **Anti-Dumping and Counter-Vailing Duties and Rights**
 - 25.1 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 favorable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
26. **Force Majeure**
 - 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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 or force majeure.
 - 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.
27. **Termination For Insolvency**
 - 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.
28. **Settlement Of Disputes**
 - 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
 - 28.2 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 provider 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.
 - 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
 - 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) The aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

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

33. TAXES AND DUTIES

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

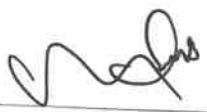
34. Transfer Of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment Of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

3.11.3 ENDORSEMENT OF THE TENDER BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
Mr. SESHIBE MV		19/01/2026

3.11.5. ACCEPTANCE OF THE TENDER TERMS AND CONDITIONS BY THE TENDERER

By signing above, the tenderer hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this bid follows: -

NAME OF THE AUTHORISED SIGNATORY	POSITION OF THE AUTHORISED SIGNATORY	SIGNATURE	DATE