PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B09/2026/27	CLOSING DATE:	24 JULY 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PANEL OF CONTRACTORS ON CIDB GRADING 2 TO RENDER INFRASTRUCTURE, MAINTENANCE IN TERMS OF BUILDING (GB), PLUMBING (SO), ELECTRICAL (EP), MECHANICAL (ME), CIVIL (CE), FENCING (SQ), LANSCAPING, IRRIGATION AND HORTICULTURE WORKS (SH) AND CAPITAL INFRASTRUCTURE PROJECTS REQUIRED FOR LIMPOPO DEPARTMENT OF EDUCATION (LDOE) IN VARIOUS INSTITUTIONS OF THE LDOE FOR A PERIOD OF 36 MONTHS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CNR 113 BICCARD & 24 EXCELSIOR STREET

POLOKWANE

0699

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MR MABUNDA G.S.S**	CONTACT PERSON	**MS 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 /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

---

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

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

2.3.1 If so, furnish particulars:

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

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

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

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

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

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

6

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

8

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;

13

(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.

19

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.

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PANEL OF CONTRACTORS ON CIDB GRADING 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF BUILDING(GB), PLUMBING(SO), ELECTRICAL(EP), MECHANICAL(ME), CIVIL(CE), FENCING(SQ), LANDSCAPING, IRRIGATION AND HORTICULTURE WORKS (SH) AND CAPITAL INFRASTRUCTURE PROJECTS REQUIRED FOR LIMPOPO DEPARTMENT OF EDUCATION (LDOE) IN VARIOUS INSTITUTIONS OF THE LDOE FOR A FIXED TERM PERIOD OF 36 MONTHS.

VALIDITY PERIOD 120

Tender Number :.....

Name of Tenderer: .....

CSD Registration number: .....

PLEASE TICK CLASS(ES) OF WORK BIDDING FOR.

GENERAL BUILDING (GB)	
ELECTRICAL ENGINEERING WORKS (EP)	
PLUMBING AND DRAINAGE FOR BUILDING (SO)	
FENCING, STEEL SECURITY OR PRECAST CONCRETE (SQ)	
CIVIL ENGINEERING (CE)	
LANDSCAPING IRRIGATION AND HORTICULTURE WORKS (SH)	
MECHANICAL ENGINEERING(ME)	

NB: Issued by Limpopo Department of Education
113 Biccard Street, Polokwane, 0699.

21

TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF APANEL OF CONTRACTORS ON CIDB GRADING 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF BUILDING(GB), PLUMBING(SO), ELECTRICAL(EP), MECHANICAL(ME), CIVIL(CE), FENCING(SQ), LANDSCAPING , IRRIGATION AND HORTICULTURE WORKS (SH) AND CAPITAL INFRASTRUCTURE PROJECTS REQUIRED FOR LIMPOPO DEPARTMENT OF EDUCATION (LDOE) IN VARIOUS INSTITUTIONS OF THE LDOE FOR A FIXED TERM PERIOD OF 36 MONTHS.

The LDOE has produced this document in good faith. The LDOE, its agents, and its employees and associates do not warrant its accuracy or completeness. The LDOE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, with regards to its accuracy, completeness or otherwise. The LDOE shall have no liability towards the responding serviceproviders or any other party in connection therewith.

VALIDITY PERIOD 120

Confidential Information - This is for official consumption

TENDER NOTICE AND INVITATION TO TENDER

THE INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PANEL OF CONTRACTORS ON CIDB GRADING 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF BUILDING(GB), PLUMBING(SO), ELECTRICAL(EB), MECHANICAL(ME), CIVIL(CE), FENCING(SQ), LANDSCAPING, IRRIGATION AND HORTICULTURE WORKS (SH) AND CAPITAL INFRASTRUCTURE PROJECTS REQUIRED FOR LIMPOPO DEPARTMENT OF EDUCATION (LDOE) IN VARIOUS INSTITUTIONS OF THE LDOE FOR A FIXED TERM PERIOD OF 36 MONTHS.

The Limpopo Department of Education (LDOE), invites service providers for the establishment of a panel of contractors on CIDB Grading 2 to render Infrastructure Maintenance in terms of Building(GB),Plumbing(SO),Electrical(EB),Mechanical(ME),Civil (CE),Fencing(SQ) , Landscaping , Irrigation And Horticulture Works (SH) and Capital Infrastructure projects required for Limpopo Department of Education(LDOE) in various Institutions of the LDOE for a fixed term period of 36 months.

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

VALIDITY PERIOD 120

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

No briefing session will be held.

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 11:00 on 24th of JULY 2026.
The closing time for receipt of tenders is 11h00 on 24th of JULY 2026 ..... 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 a day, 7 days a week.

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

TABLE OF CONTENTS

1. Background
2. Legal Framework
3. Project brief
4. Scope of work
5. Briefing
6. Bid Evaluation Process
7. Format & Submission of Bids
8. Terms and Conditions
9. Time Frames Terms and Conditions
10. Penalties / Warranties
11. Instruction for the Proposal
12. Endorsement by HOD
13. Acceptance of Tender Terms and conditions
14. Declaration

1. BACKGROUND

The Limpopo Department of Education (LDOE) is committed to ensuring that the built environment at schools and Early Childhood Development (ECD) Centers is always conducive for teaching and learning as well as ensuring that LDOE offices and other institutions are always conducive for working. The need for infrastructure maintenance, and repairs, refurbishments, upgrades, andadditions at LDOE institutions (schools, ECD Centers offices, Teacher Development Centers (TDC), etc.) has increased. Furthermore, there is a continuous increase in learner enrolment numbers and limited infrastructure output which has not been ableto keep up with the demand. This has resulted in an increasing infrastructure backlogand annual admission pressures.

All these necessitate that a database of service providers on Construction Industry Development Board (CIDB) grading 2 GB, EP, ME, SO, SQ, CE, SH be established to expedite the procurement processes of required services to ensure high quality service and timeous delivery.

2. LEGAL FRAMEWORK

2.1 The following Legislative Framework will be applicable but not limited to:

i. Constitution of the Republic of South Africa Act No. 108 of 1996.

ii. Preferential Procurement Regulations of 2022.

iii. Public Finance Management Act No. 1 of 1999, as amended.

iv. Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.

v. Broad Based Black Economic Empowerment Act No. 53 of 2003, as amended.

vi. South African Schools Act No. 84 of 1996, as amended.

vii. Limpopo Schools Education Act No. 6 of 1995, as amended.

viii. National Education Policy Act No. 27 of 1996, as amended

ix. Public Service Act No. 103 of 1994, as amended.

x. Employment of Educators Act No. 76 of 1998, as amended.

xi. Promotion of Access to Information Act No. 2 of 2000, as amended.

xii. Promotion of Administration Justice Act No. 3 of 2000, as amended.

xiii. Occupational Health and Safety Act No. 85 of 1993, as amended.

xiv. Electronic Communication Security Act No. 68 of 2002, as amended.

xv. Protection of Personal Information Act 4 No. of 2013, as amended.

xvi. Protection of Information Act No. 84 of 1982, as amended.

xvii. National Building Regulations and Building Standards Act No. 103 of 1977, asamended.

xviii. Engineering Professions Act No. 46 of 2000 as amended.

xix. Architectural Professions Act No. 44 of 2000 as amended.

xx. Project and Construction Management Professions Act No. 48 of 2000 asamended.

xxi. South African qualifications authority Act No. 58 of 1995 as amended.

xxii. Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 asamended.

xxiii. Labour Relations Act No. 66 of 1995 as amended.

xxiv. Project and Construction Management Professions Act No. 48 of 2000 asamended.

xxv. Quantity Surveying Profession Act No. 49 of 2000 as amended.

xxvi. Planning Profession Act, 2002 Act No. 36 of 2002 as amended.

xxvii. Natural Scientific Professions Act No. 27 of 2003 as amended.

xxviii. Construction Industry. Development Board Act No. 38 of 2000 as amended.xxix National Environmental Act No. 107 of 1998 as amended.

xxix. Asbestos Regulations, 2001 as amended.

xxx. Competition Act No. 89 of 1998 as amended.

xxxi. Unemployment Insurance Act No. 61 of 2001 as amended

3. PROJECT BRIEF

3.1 The appointed service providers will be expected to execute infrastructure maintenance and repairs in the form of building, plumbing, electrical, mechanical, civil, horticulture, and fencing works as well as other capital infrastructure projects as and when required at LDOE institutions to render them safe, secure, and functional.

3.2 The infrastructure works must be carried out at LDOE buildings spread through the ten (10) districts in the Limpopo Province. The Ten districts referred to are listed on table 1 below.

3.3 Indicate by means of a tick the preferred district/s that Bidder would prefer to work in.

No	District Municipality	Education District	Tick Preferred District
(a)	Capricorn	Capricorn North	
		Capricorn South	
(b)	Waterberg	Mogalakwena	
		Waterberg	
(c)	Sekhukhune	Sekhukhune South	
		Sekhukhune East	
(d)	Mopani	Mopani East	
		Mopani West	
(e)	Vhembe	Vhembe East	
		Vhembe West	

3.4 The number of LDOE institutions to be targeted will be based on the infrastructure needs as they occur. The needs may arise because of required preventative

measures, aging of the buildings, natural and man-made events or conditions, increasing learner enrolment numbers, etc.

4. SCOPE OF WORK

4.1 Successful bidders will be placed on a panel of service providers and will be appointed on a rotational basis as and when the need arises. The appointed service providers will be expected to:

4.1.1 Provide building, plumbing, electrical, mechanical, civil, horticultural, and fencing repairs through immediate intervention on site.

4.1.2 Breakdown Repairs - means unplanned repairs performed in reaction to the unforeseen failure of equipment and infrastructure.

4.1.3 General Repairs –Day-to-day housekeeping maintenance, e.g. repair of pipes, taps, toilets, leaking taps, broken windowpanes, gutters and other equipment and infrastructure that do not threaten the Education services provided by the LDOE facility.

4.1.4 Preventative Maintenance - Planned maintenance required to attend to identified equipment and infrastructure that is prone to failure, if not attended to.

4.1.5 Renovation - comprehensive capital work-actions intended to bring an immovable asset back to its original appearance. Renovation works do not necessarily extend functionality or the life of the asset but are necessary for the planned life to be achieved

4.1.6 Replacement – is a maintenance activity that means the replacement of a defective unit (an immovable asset) that is beyond repair or refurbishment and cannot anymore fully perform the function it was designed and installed for. The replacement unit is of the same capacity as the original unit and does not increase or change the output required for the installation. The replaced asset needs to be properly disposed of by following the Department's asset management procedures.

4.1.7 Refurbishment - Comprehensive actions intended to bring an immovable asset back to its original appearance or state or to extend its lifecycle. It may also be required for historical preservation. Refurbishment generally takes place at the end of an asset's lifecycle to extend the lifecycle and gain further income potential from the asset.

4.1.8 Upgrade - means the implementation of activities to make changes to the configuration of an immovable asset and thereby changing the functionality of the asset. An example of upgrades is to make changes to the internal walls of a building (partitioning) to develop open plan offices, or to increase the capacity of a pump, or water storage. Although upgrades are generally not classified as maintenance as it comprises changes that increase the functionality of the asset, specific instructions for such work localized could be issued.

4.1.9 Carry out restoration of LDOE institutions to make them safe, secure, and functional immediately after disastrous events or emergencies.

4.1.10 Carry out construction for additions and upgrades to existing infrastructure which include, classrooms, kitchens, ablution blocks, etc.

4.1.11 Carry out refurbishments, renovations, and rehabilitation of LDOE institutions.

4.1.12 Render services within the specified period to be determined by the LDOE in relation to the seriousness and/or urgency of the situation as well as the complexity and type of work.

4.1.13 Service providers must submit copies of trade test certificate/s for their proposed artisans or technical team in line with their selected trade of specialty.

4.1.14 Service providers must have the capacity, functional skills, and experience to provide the services required by the LDOE.

4.1.15 The bidders must have artisan/s or technician/s with experience post qualification in line with their trade of specialty as outlined in the functionality table. A detailed CV for each artisan or technician is required for the class of work that the bidder is bidding for.

4.1.16 The Department reserves the right to appoint contractors in any of the 10 Education districts within the Limpopo Province.

4.1.17 The Department reserves the right to appoint contractors in other districts besides the ones preferred by the bidder within the Limpopo Province. Thus, ticking next to a district doesn't mean that the LDOE is obligated to appoint a contractor for works in that district only.

4.1.18 Central Supplier Data Base (CSD) profile may be considered when allocating projects.

5. BRIEFING MEETING

5.1 The Department will not conduct a briefing session to prospective bidders.

6. BID EVALUATION PROCESS

In accordance with the Preferential Procurement Regulations 2022, the bid evaluation process will be carried out in three phases follows:

Phase 1: Administrative Screening

Phase 2: Mandatory requirements

Phase 3: Functionality Evaluation

6.1 PHASE 1: Administrative Evaluation

6.1.1 Centralized supplier Database Registration

All bidders must be registered on the centralized Supplier Database and furnish a CSD registration number in the Standard Bidding Document (SBD1)

6.1.2 Completion of the Bid Document

a. Bidders are required to complete the entire bid document in accordance with the requirements contained herein.

b. All bid documents, certificates, schedules and forms must be completed in black ink and signed where required by the authorized person.

c. Bidders must ensure that there are no missing or duplicate pages. The Department shall not be held liable for any missing pages.

d. Correction fluid is not allowed and any cancellations, alterations or amendments to the bidding should be signed off by an authorized person.

e. Completed bid documents with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

f. Certified copies of ID Document/s of company directors

g. In case of Joint venture, a Joint venture agreement must be submitted detailing the terms and conditions of the agreement including a Joint venture CIDB Grading. (joint venture is prohibited from participating in the same bid with separate companies) (to avoid conflict of interest).

CLASS	
GENERAL BUILDING (GB)	
ELECTRICAL ENGINEERING WORKS (EP)	
PLUMBING AND DRAINAGE FOR BUILDING (SO)	
FENCING, STEEL SECURITY OR PRECAST CONCRETE (SQ)	
CIVIL ENGINEERING (CE)	
LANDSCAPING, IRRIGATION AND HORTICULTURE WORKS (SH)	
MECHANICAL ENGINEERING(ME)	

h. The bidder may select class(es) of work as per below table for this bid which bidder must tick on cover page of this bid.

6.2 Phase 2: Mandatory Returnable Documents: (eliminating criteria)

a. Completed and signed Bidder's Disclosure (Form SBD4) as included on the tender pack advertised. (Verification will be done using CSD full report printed by LDOE)

b. Proof of valid Construction Industry Development Board (CIDB) registrationdocuments indicating the class of work that they are bidding for. (Verification will be done using CIDB website report printed by the LDOE).

c. Service provider/s shall provide valid proof of registration with the Workman's Compensation (COIDA)/Letter of intent from the Department of Employment and Labour and shall provide LDOE with credible proof of such registration/intent. (COIDA verification will be done using the Department of Employments and Labour website)

6.3 Phase 3: Functionality Evaluation

The bid will be evaluated on functionality with a total score of 100 points, subject to the following conditions:

a. A bidder that fails to score **70** points out of **100** in respect of functionality will be regarded

as submitting a non-responsive proposal and will be disqualified

b. Service providers who will meet the minimum functionality score will be shortlisted.

c. The type of qualification/trade/technician that will be considered is clarified as per **Table 6.3.1** below:

TRADE	CIDB CLASS OF WORK	TYPE OF QUALIFICATION /TRADE/TECHNICIAN \ THAT WILL BE CONSIDERED FOR EVALUATION PRUPOSES
Building	GB	Artisan Bricklayer/ Plasterer/ Tiler/ Carpenter and Joiner. With trade test only
Plumbing	SO	Artisan Plumber with trade test only
Electrical	EB	Electrician Artisan with wiremen's license only
Mechanical	ME	Mechanical fitter/Diesel Mechanic/Lift mechanic with trade test only
Civil	CE	Minimum Professional Engineering Technician (Pr Techni Eng)registered with ECSA
Horticulture	SH	Minimum National Certificate in Landscaping or Horticulture
Fencing	SQ	Artisan Bricklayer/ Plasterer/Welder. with trade test only

6.3 Functionality evaluation will be based on the following criteria:

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2GB	POINTS
1	**HUMAN RESOURCES**	**10**
	i) Submit a trade test certificate for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). a. BUILDING (GB)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for artisan/technician in line with the trade test certificate/s same person as at no.1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (10) d. Less than one years' experience post qualification (5) e. No Submission (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.1 Two (2) Appointment letters reference letters of relevant projects with corresponding completion certificates (40 points) 3.1.2 One (1) Appointment letter reference letter of relevant project with corresponding completion certificate (20 points) 3.1.3 No Appointment letter, reference letter of relevant project with corresponding completioncertificate (0 points) **Note: The completed projects must align with the company's CIDBclass of work/s.**	
4	**LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2SO	POINTS
1	**HUMAN RESOURCES**	**10**
	i) Submit a trade test certificate for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). a. PLUMBING (SO)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for artisan/technician in line with the trade test certificate/s same person as at no.1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (5) d. Less than one year's experience post qualification (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.4 Two (2) Appointment letters, reference letters of relevant projects with corresponding completion certificates (40 points) 3.1.5 One (1) Appointment letter, reference letter of relevant project with corresponding completion certificate (20 points) 3.1.6 No Appointment letter, reference letter of relevant project with corresponding completioncertificate (0 points)	
4	**LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2EB	POINTS
1	**HUMAN RESOURCES**	**10**
	i) Submit a trade test certificate for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). a. ELECTRICAL (including wireman's license)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for artisan/technician in line with the trade test certificate/s same person as at no.1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (10) d. Less than one years' experience post qualification (5) e. No Submission (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.1 Two (2) Appointment letters, reference letters of relevant projects with correspondingcompletion certificates (40 points) 3.1.2 One (1) Appointment letter, reference letter of relevant project with corresponding completion certificate (20 points) 3.1.3 No Appointment letter, reference letter of relevant project with corresponding completion certificate (0 points)	
4	**4.LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2ME	POINTS
1	**HUMAN RESOURCES**	**10**
	i) Submit a trade test certificate for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). f. MECHANICAL (ME)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for artisan/technician in line with the trade test certificate/s same person as at no.1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (10) d. Less than one years' experience post qualification (5) e. No Submission (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) **3.1.1** Two (2) Appointment letters reference letters of relevant projects with corresponding completion certificates (40 points) **3.1.2** One (1) Appointment letter reference letter of relevant project with corresponding completion certificate (20 points) **3.1.3** No Appointment letter reference letter of relevant project with corresponding completioncertificate (0 points) **Note: The completed projects must align with the company's CIDB class of work/s.projects must align with the company's CIDB Class of work/s.**	
4	**4 LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2CE	POINTS
1	**HUMAN RESOURCES**	**10**
	i) Submit minimum registration with ECSA as Pr. Techni Eng for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). a. CIVIL ENGINEERING (CE)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for technician with a minimum professional engineering qualification, same person as at no 1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (5) d. Less than one years' experience post qualification (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.1 Two (2) Appointment letters reference letters of relevant projects with corresponding completion certificates (40 points) 3.1.2 One (1) Appointment letter reference letter of relevant project with corresponding completion certificate (20 points) **3.1.3** No Appointment letter reference letter of relevant project with corresponding completion certificate (0 points) **Note: The completed projects must align with the company's CIDB Class of work/s.**	
4	**LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **<u>Scoring shall be as per below:</u>** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2SH	POINTS
1	**HUMN RESOURCES**	**10**
	i) Submit minimum national certificate in Landscaping or Horticulture selected as per table 6.3.1 refer to table for technician inline with the company's CIDB class of work/s as selected on the cover page (10 points). f. LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)	
2	**QUALIFICATIONS**	**30**
	ii) Submit a CV for each artisan/technician with minimum national certificate in Landscaping or Horticulture same person at no.1 provided as Human resource. (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (5) d. Less than one years' experience post qualification (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.1 Two (2) Appointment letters , reference letters of relevant projects with correspondingcompletion certificates (40 points) 3.1.2 One (1) Appointment letter, reference letter of relevant project with corresponding completioncertificate (20 points) 3.1.3. No Appointment letter, reference letter of relevant project with corresponding completioncertificate (0 points) **Note: The completed projects must align with the company's CIDB Class of work/s.**	
4	**LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2SQ	POINTS
1	**HUMAN RESOURCES**	**10**
	iii) Submit a trade test certificate for one artisan/ technician selected as per table 6.3.1 inline with the company's CIDB class of work/s as selected on the cover page (10 points). a. FENCING (SQ)	
2	**QUALIFICATIONS**	**30**
	iv) Submit a CV for artisan/technician in line with the trade test certificate/s same person as at no.1 provided as Human resource (30 points) a. Three years and above experience post qualification (30) b. Two years' experience post qualification (15) c. One years' experience post qualification (10) d. Less than one years' experience post qualification (5) e. No Submission (0)	
3	**CAPACITY TO DELIVER**	**40**
	3.1 Submit signed Project Appointment letters with project name, Project completion certificates reflecting the following: Name of the contractor, Project name and completion date and corresponding reference letters for each project with Contactable details, duly signed by the client representative confirming the tenderer's performance. (40 points) 3.1.1 Two (2) Appointment letters, reference letters of relevant projects with correspondingcompletion certificates (40 points) 3.1.2 One (1) Appointment letter, reference letter of relevant project with corresponding completion certificate (20 points) **3.1.3** No Appointment letter, reference letter of relevant project with corresponding completion certificate (0 points) **Note: The completed projects must align with the company's CIDB Class of work/s.**	
4	**LOCALITY**	**20**
	Attachment of any copy of the following documents only: 1.A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than (6) months in the name of the director or company; or 2.A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority in the name of the Director or company. **Scoring shall be as per below:** Locality points shall be allocated as follows: • 20 Points : Physical business address located within the nominated district where services are required. • 15 Points : Physical business address located within Limpopo Province but outside the nominated district. • 15 Points : Physical business address located outside Limpopo Province. • 0 Points : If district is not nominated or document attached (1 and 2) NB: The physical address given in SBD 1 and proof of address submitted must be the same.	
	Total	**100**
	Minimum threshold	**70**

7. FORMAT AND SUBMISSION OF BIDS

Each submission shall comprise of at least the following sections, bound and clearly indexed:

CATEGORY	DESCRIPTION	YES/NO
Section A	a. Submission of a completed and signed bid on the original tender document with all the pages included. Failure to submit any oneof the pages will result in the bidder being disqualified.	
	b. Copy of valid Construction Industry Development Board (CIDB) registration documents indicating the grading and class of work for the company (Verification will be done using CIDB website report printed by the LDOE).	
	c. Completed and signed Bidder's Disclosure (Form SBD4) as included on the tender pack advertised.	
	d. Valid proof of registration with the Workman's Compensation (COIDA)/Letter of intent from the Department of Employment and Labour and shall provide LDOE with credible proof of such registration/intent.	
Section B	a. Proof of the latest Central Supplier Database (CSD) registration (Verification will be done using CSD report printed by LDOE).	
Section C	a. Reference letters and project completion certificates.	
	b. Submission of a trade test certificate for each artisan/ technician in line with the CIDB class of work (whichever is applicable).	
	c. Minimum ECSA registered Professional Engineering Technician (Pr Techni) for civil class of work.	
	d. Minimum national certificate in Horticulture and Landscaping	
	e. Locality (Proof of address)	

NB: If you selected more than one class of work, use subdividers to clearly indicate the means of verification or evidence supporting the allocation of points.

8. TERMS AND CONDITIONS

8.1 Successful Bidder(s) must be able to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings when required.

8.2 LDOE reserves the right to reject work that does not meet the required standardand engage the service provider who can provide similar services to the requiredstandard.

8.3 Joint ventures are prohibited from bidding separately .

8.4 Successful bidders will be bound by a form of contract related to the delivery and maintenance of infrastructure. To conclude, for infrastructure maintenance and capital projects, the successful bidders will be bound by the relevant Joint Building Contracts committee (JBCC) suites of contracts/agreements.

8.5 Supplementary contractual obligations may be included in the technical specifications for individual works instructions.

8.6 LDOE shall apply the conditions of a contract to terminate a contract due to performance not being in accordance with the contract.

8.7 LDOE shall serve as per the condition of contract a written notice for termination of contract in the case of non-performance if work that was done by the service provider fails to meet the required standard. The service provider shall be notified in writing and shall be required to perform corrective measures as per the applicable contract to remedy errors at no cost to the LDOE.

8.8 Service Providers will be appointed as per their trade(s) of specialty andthe various districts/s.

8.9 The LDOE reserves the right to do cross-district or one-district appointments as and when required.

8.10 Service providers appointed in the panel will remain in the CIDB grading andclass of works appointed at for the duration of the contract.

8.11 In cases where:

i. The infrastructure works / project to be undertaken require multi- disciplinary teams (involves more than one trade), the trade with the highest value of works will be selected to undertake the entire project.

ii. a certain trade is required for a specific project to be implemented in a district where there is no service provider with that required trade, a service provider with such a trade will be selected from another district.

8.12 Only service providers registered as CIDB grading 2 will be considered.

8.13 Service providers who have been appointed in the panel can only commence with a project upon being issued with a Purchase Order (PO),a job card, a signed project contract and Site Handover Certificate statingthe contract amount and contract period as an indication that the site hasbeen officially handed over for repairs / maintenance.

8.14 Before any project commences, appointed service providers will be required toproduce copy/copies of Trade Test Certificate/s and relevant qualification to be verified by the Project Manager / Works Inspector to ensure that work will be undertaken by qualified personnel. In case of electrical work, Trade Test Certificate and Wireman's License will be required.

8.15 The project / service will be initiated by means of a written instruction to the appointed service providers. Timeframes cannot be agreed before entering intoa contract. As such, the duration of any given assignment / project will dependmainly on the nature and scope of the work to be done. The appointed serviceprovider must be available at all stages to work within the agreed time frames.

8.16 Payments will be processed in accordance with deliverables accomplished as perthe contract after inspection and validation by LDOE Works Inspector or Project Manager. Proof of completion of the

relevant deliverables shall be in the form of documentation stating completion of the relevant deliverables as signed off by both parties.

8.17 No contractual relationship shall come into existence between LDOE and any sub-contractors or any other suppliers other than the contracted Service Providers. Hence, LDOE shall not entertain payment claims from any other party other than the contracted service providers.

8.18 Costing for this panel will be based on prescribed rates. The rates will cover all material, labour, overheads, profits and any other costs to be incurred by the service provider.

If it is shown that errors or shortcomings exist within the service provided, the service provider shall be notified in writing and shall be required to perform corrective services within the time stipulated in the conditions of contract to remedy such errors at no cost to LDOE

TIME FRAMES

OUTPUTS	PERIOD
INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PANEL OF CONTRACTORS ON CIDB GRADING 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF BUILDING(GB), PLUMBING(SO), ELECTRICAL (EP), MECHANICAL(ME), CIVIL(CE), LANDSCAPING, IRRIGATION AND HORTICULTURE, AND FENCING(SQ), AND CAPITAL INFRASTRUCTURE PROJECTS REQUIRED FOR LIMPOPO DEPARTMENT OF EDUCATION (LDOE) IN VARIOUS INSTITUTIONS OF THE LDOE FOR A FIXED TERM PERIOD OF 36 MONTHS.	36 months

9. PENALTIES/WARRANTIES

9.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within the time stipulated in the conditions of contract to remedy such errors at no cost to LDOE.

9.2 The LDOE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work.

9.3 The LDOE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.

9.4 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider will be liable for the costof the audit or inspection as well as the cost of any losses incurred by the LDOE associated with such non-compliance.

9.5 The LDOE reserves the right to negotiate the conditions, or disqualify a bidder for not accepting conditions of the bid.

10. INSTRUCTIONS FOR THE PROPOSAL

10.1 This Request does not constitute an offer. The request intends to provide enough information for the preparation and submission of comparable responses by the Bidders for possible inclusion in panel.

10.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, as indicated on paragraph 6. The requested informationshould be inserted and no changes to the layout should be made.

10.3 LDOE requires a clear, concise, and factual response. Bidder(s) shall consult, in writing, with the authorized representative of LDOE should there appear to be anydiscrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in thisrequest.

10.4 Proposals must be compiled in the following manner (non-compliance mayeliminate your bid):

- Clear indexing of the proposal content must be included.
- All submissions must be delivered sealed. The following information must appear on the outside of the sealed proposal:
    - Description of proposal
    - Number
    - Closing date and time

10.6 The Bidder will be liable for all costs incurred in response to this request.

10.7 This tender validity period is 180 days. The bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of the LDOE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

10.7.1 Late Submissions,

10.7.2 Proposals submitted after the specified closing date and time will not beconsidered.

11.ENDORSEMENT OF THE TENDER BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
Mr. SESHIBE MV		29/06/2026

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

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

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

13. DECLARATION

I / We the undersigned hereby declare that I / We have read and understand theabove and agree to be bound by the stated terms and conditions.

Name of Bidder: .....

Name of contact person: .....

Capacity: .....

Signature: .....**Date:** .....