



CHIEF DIRECTORATE: FINANCIAL MANAGEMENT SERVICES
Directorate: Supply Chain Management

EDU 04/26 NW

Dear Sir/Madam

INVITATION TO A BID

REQUEST FOR SUPPLY, PACKAGING AND DELIVERY OF GRADE R AGILITY SOFT PLAY SET FOR A CONTRACTUAL PERIOD OF 3 (THREE) FINANCIAL YEARS (2026/2027, 2027/2028 AND 2028/2029) AT THE FOUR PROVINCIAL DISTRICTS.

1. You are hereby invited for supply, packaging and delivery of Grade R Agility Soft Play Set for a contractual period of 3(three) financial years (2026/2027, 2027/2028 and 2028/2029) at the four provincial districts.
2. The conditions contained in the General Conditions of contract (GCC), i.e **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
5. Bidder/s should complete the attached pricing schedule and submit it with the bid document.
6. All bid documents should be completed, signed and sealed in an envelope and deposited in the **bid box is situated at Department of Education, Garona Building, East Wing Entrance, Ground Floor next to CFO's Office.**
7. The following information should be clearly marked on the same sealed envelope.

"Tender No: Edu 04/26 NW"

"Closing time: 29 October 2026"

"Closing time: 11:00"

8. All enquiries pertaining specification can be directed to **Mr. OJ Mekgwe** at the following address scm@nwed.gov.za/mekgwe@nwed.gov.za. **(018 397 3002)**
9. For details for obtaining the bid documents: **Ms. Tshiamo Keetile** at the following Telephone number: **(018) 388 4091/4045** during working hours.
10. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder, scoring the highest points and can award the bid as a whole or in part.
11. These Bid Documents are ONLY available for download on **E Portal**. (www.etenders.gov.za)

EVALUATION CRITERIA TO BE USED

All bids will only be evaluated on **5 Stages** as indicated on the Specification documents of this invitation.

Functionality 100 points

80/20 Preference Point Systems as follows Breakdown of points:

Maximum Price points	80
Maximum Specific Goals	20
Total Points	100

CONDITIONS TO BID

This bid is issued under the condition that the bidder/s should at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the tendered may be examined as part of the inspection.

NOTE:

- The validity period is ninety (90) days, and it is calculated as from the closing date of tenders.
- All tender price/s should be VAT inclusive



Mr. T RAMOKALI

ACTING DIRECTOR: SCM

01/10/2026

DATE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST DEPARTMENT OF EDUCATION

BID NUMBER:	EDU 04/26 NW	CLOSING DATE:	29 OCTOBER 2026	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR SUPPLY, PACKAGING AND DELIVERY OF GRADE R AGILITY SOFT PLAY SET FOR A CONTRACTUAL PERIOD OF 3 (THREE) FINANCIAL YEARS (2026/2027, 2027/2028 AND 2028/2029) AT THE FOUR PROVINCIAL DISTRICTS.				

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

The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MS T KEETILE	CONTACT PERSON	MR O J MEKGWE
TELEPHONE NUMBER	018 388 4091	TELEPHONE NUMBER	018 397 3002
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	N/A	E-MAIL ADDRESS	scm@nwed.gov.za/mekgwe@nwed.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?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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:

.....

SBD 4

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 institution	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.

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

2.2.1 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.

3.5 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.

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.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in 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 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.

SBD 6.1

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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be

interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- 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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% + Women owned		6		
51% + Black owned		4		
51% + Youth owned		4		
Enterprises Located in North West Province		2		
51% + Disability owned		4		
MAX POINTS		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General

Conditions as indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

SPECIFICATION DOCUMENT FOR

REQUEST FOR SUPPLY, PACKAGING AND DELIVERY OF GRADE R AGILITY SOFT PLAY
SET FOR A CONTRACTUAL PERIOD OF 3 (THREE) FINANCIAL YEARS (2026/2027,
2027/2028 AND 2028/2029) AT THE FOUR PROVINCIAL DISTRICTS.

TECHNICAL ENQUIRY	Mr. OJ Mekgwe
TELEPHONE	018 397 3002
EMAIL	scm@nwed.gov.za
ADDRESS	Mmabatho, 861 Ngaka Modiri Molema Drive, Curriculum Support Services Building
BRIEFING SESSION DATE	N/A
BRIEFING SESSION LOCATION	N/A
BID CLOSING DATE	29 October 2026
BID CLOSING TIME	11H00

1. BACKGROUND

- 1.1. The North West Provincial Department of Education is currently implementing Grade R strategy towards universalization by 2030. The BELA Act (South African Schools Act as amended) make provision for compulsory grade R. The bid is responding to the provincial target towards the government's commitment in providing 10 years of compulsory education (Grade R to 9), this will be achieved through procurement of necessary resources and allocation there off.
- 1.2. The bid seeks to supply Agility Soft Play Set to Public schools with Grade R.
- 1.3. The bid will assist the department to create a stimulating setting, which will enable spontaneous discovery, and automatic learning in children through play.
- 1.4. The aim is to enable a stimulating as well as a fun-filled learning environment for Grade R learners aged 4 and a half up to six years. The provision of resources to Grade R affirms the Department's commitment to ensure quality curriculum delivery.

2. PURPOSE

- 2.1. The North West Provincial Department of Education seeks to appoint a capable and competent service provider(s) to Supply and Deliver of Grade R Agility Soft Play Set for a contractual period of 3 (three) financial years (2026/2027 – 2027/2028-2028/2029) at the Four Provincial Districts.

3. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION.

- 3.1. The Department requires services of a professional service provider(s) for the supply and delivery Grade R Agility Soft Play Set at identified schools in the four provincial districts.
 - Dr RUTH SEGOMOTSI MOMPATI DISTRICT
 - NGAKA MODIRI MOLEMA DISTRICT
 - BOJANALA DISTRICT
 - Dr KENNETH KAUNDA DISTRICT
- 3.2. The North West Department of Education may appoint a service provider(s) per cluster. The service provider may choose two (2) clusters, but the appointment will be per cluster. The final award of the bid will be at the discretion of the Department if and when it is necessary.
- 3.3. The Department reserves the right to negotiate a market-related price with the winning bidder or bidders to be awarded the bid.

4. SCOPE OF WORK

- 4.1. The successful bidders will be expected to deliver Agility Soft Play Set to the identified schools.
- 4.2. The Department seeks to supply within the four provincial districts; each Primary schools will be supplied with **1 (one)** Agility Soft Play Set.
- 4.3. Ordering will be per set per school.
- 4.5. Bidders are required to ensure that all damages that are discovered during delivery are replaced within 14 working days.
- 4.6. Department will not process any payment before 100% (hundred percent) is successfully delivered.
- 4.7. Bidders may be expected to demonstrate knowledge on how to use the set during the presentation's sessions

5. SPECIAL CONDITIONS OF CONTRACT

5.1. **SCC 1: Compliance with Specifications and Product Safety**

- The Contractor shall strictly adhere to all specifications, requirements, standards, and quantities contained in the Contract and the Bid Specifications.
- The Contractor shall ensure that all Agility Soft Play Sets supplied under this Contract are safe, suitable, and designed for use by children between the ages of four (4) and six (6) years.
- Any item delivered that does not conform to the approved specifications or safety requirements may be rejected by the Department, and the Contractor shall replace such item at its own cost within a period determined by the Department.

5.2. **SCC 2: Ordering, Delivery and Lead Times**

- The Department shall issue official Purchase Orders from its Head Office, and all deliveries shall be made directly to the schools specified in the Purchase Orders.
- The Department shall provide the Contractor with a list of participating schools, including addresses and contact details, for each financial year.
- No delivery shall commence without the issuance of an official Purchase Order by the Department.
- The Contractor shall submit a detailed delivery schedule to the Department and the designated Early Childhood Development (ECD) Officials prior to commencement of deliveries.

- The Contractor shall ensure that deliveries are completed within thirty (30) working days from the date of receipt of the Purchase Order.
- Deliveries shall take place between Monday and Friday from 08:00 to 13:00 only, excluding public holidays and school holidays, unless prior arrangements have been made with the affected school.
- The Contractor shall make prior arrangements with each school before delivery and shall ensure adherence to the approved delivery schedule.
- Any anticipated delay or deviation from the approved delivery schedule shall be communicated in writing to the Department immediately upon becoming known to the Contractor.

5.3. SCC 3: Delivery Documentation

- Every delivery shall be accompanied by an original delivery note.
- The delivery note shall contain, as a minimum:
 - ✓ The full name and address of the receiving school;
 - ✓ The name, surname, designation and contact number of the receiving official;
 - ✓ A detailed description and quantity of items delivered;
 - ✓ The signature of the principal or delegated receiving official;
 - ✓ A legible dated school stamp; and
 - ✓ The date of delivery.
- Photocopied, scanned, altered or incomplete delivery notes shall not be accepted for payment purposes.
- The Contractor shall provide a detailed item checklist for each Agility Soft Play Set delivered. The checklist shall be verified and signed by the principal or designated receiving official and shall accompany the delivery note and invoice.
- Copies of all original signed delivery documentation shall be submitted to the designated ECD Official for verification and record purposes.

5.4. SCC 4: Invoicing and Payment

- The submission of an invoice shall be accompanied by the original signed delivery note and supporting checklist for the relevant school.
- No invoice shall be processed unless it is supported by fully completed delivery documentation as prescribed in SCC 3.
- As a general rule, payment shall only be processed upon confirmation of one hundred percent (100%) delivery of the goods ordered in terms of the relevant Purchase Order.
- The Department shall retain ten percent (10%) of the consignment, and it shall be paid three (3) months after delivery, subject to satisfactory usage and performance of the goods during that period.
- The Department shall reconcile delivery documentation and invoices on a monthly basis before processing payment.

5.5. SCC 5: Liability for Incorrect or Non-Compliant Deliveries

- The Contractor shall be responsible for ensuring that all deliveries are made to the correct schools and in accordance with the authorised delivery schedule.
- Any losses, damages, shortages, incorrect deliveries or failures arising from the Contractor's failure to make prior arrangements with schools shall be for the Contractor's account.
- Failure by the Contractor to comply with the delivery arrangement requirements stipulated in this Contract may result in the Contractor being required to replace affected Agility Soft Play Sets at its own cost.

5.6. SCC 6: Reporting and Dispute Resolution on Deliveries

- Any delivery-related query, shortage, defect, discrepancy, or complaint identified by a school or Departmental official shall be reported to the designated Departmental ECD Officials within ten (10) calendar days of receipt of the Agility Soft Play Set.
- The Contractor shall investigate and resolve any reported delivery discrepancy within a reasonable period determined by the Department.

5.7. SCC 7: Inspection and Quality Assurance

- The Department reserves the right to conduct announced or unannounced inspections at schools, warehouses, distribution facilities, or delivery sites to verify compliance with the Contract.
- The Contractor shall provide reasonable access to records, delivery documentation, and any information required by the Department for monitoring and verification purposes.
- The Department may conduct random audits and inspections throughout the duration of the Contract to verify compliance with the Terms of Reference, specifications, safety requirements, and contractual obligations.

5.8. SCC 8: Departmental Responsibilities

- The Department shall issue official Purchase Orders and provide the Contractor with the necessary school information to facilitate delivery.
- The Department shall ensure timeous placement of orders where budget and operational requirements permit.
- The Department shall conduct delivery verification and compliance inspections where deemed necessary.
- The Department shall process payments for successfully delivered and verified Agility Soft Play Sets in accordance with the Contract and applicable financial prescripts.
- The Department reserves the right to reconcile delivery records, invoices, inspection reports and supporting documentation before authorising payment.

5.9. SCC 9: Appointment of Multiple Service Providers

- The Department reserves the right to appoint more than one successful bidder under this Contract.
- The allocation of orders, schools, districts or quantities shall be determined by the Department based on operational requirements, bidder capacity, geographical considerations, value for money and service delivery performance.
- No successful bidder shall have an exclusive right to provide services under this Contract unless expressly stated in the Letter of Award.

5.10. SCC 10: Delays, Partial Deliveries and Contractual Penalties

- The Contractor shall complete delivery of all goods within thirty (30) working days from receipt of an official Purchase Order.
- Deliveries shall only be regarded as complete when all items, quantities, supporting documentation, and required checklists specified in the Purchase Order have been delivered and accepted by the Department.
- Unless otherwise approved in writing by the Department, partial deliveries shall not constitute fulfilment of an order and shall not entitle the Contractor to full payment.
- Where the Contractor fails to deliver the full quantity of goods ordered within the prescribed delivery period, the undelivered portion shall be regarded as overdue and subject to the penalties contained herein.
- Where delivery is delayed due to circumstances attributable to the Contractor, the Department may impose a penalty equal to one percent (1%) of the value of the outstanding or delayed portion of the order for each completed week of delay, subject to a maximum cumulative penalty of ten percent (10%) of the value of the affected order.
- In the event of a partial delivery, the penalty shall be calculated on the value of the undelivered goods and shall continue to accrue until the outstanding quantities have been delivered and accepted.
- If the outstanding quantities remain undelivered for more than twenty (20) working days after the expiry of the prescribed delivery period, the Department may:
 - ✓ Cancel the affected Purchase Order in whole or in part;
 - ✓ Procure the outstanding goods from an alternative supplier;
 - ✓ Recover from the Contractor any additional costs incurred as a result of such procurement;
 - ✓ Apply contractual penalties; and/or
 - ✓ Terminate the Contract for default.
- The Department may deduct any penalties due from amounts payable to the Contractor.
- Repeated instances of late delivery, partial delivery, or incomplete delivery, being three (3) or more occurrences during any twelve (12) month period, shall constitute poor contract performance and may result in reduction of order allocations, suspension of orders, contract termination, and/or the institution of restrictions in accordance with applicable procurement prescripts.
- No penalty shall be imposed where the Contractor demonstrates that the delay was caused by circumstances beyond its reasonable control, provided that the Contractor notified the Department in writing within ten (10) working days of becoming aware of the event and obtained written approval for an extension of time.

5.11. SCC 11: Warranty, Defects and Product Replacement

- The Contractor warrants that all Agility Soft Play Sets supplied under this Contract shall be new, unused, free from defects in design, materials and workmanship, and fully compliant with the specifications, standards and quality requirements contained in the Contract.
- The Contractor shall provide a minimum warranty period of twelve (12) months commencing from the date of acceptance of the Agility Soft Play Set by the Department or the receiving school, whichever occurs first.
- During the warranty period, the Contractor shall, at its own cost, repair, replace or rectify any Agility Soft Play Set or component thereof found to be defective due to: a) Manufacturing defects; b) Defective workmanship; c) Foam collapse, deformation or loss of structural integrity under normal educational use; d) Seam failure, stitching defects or separation of joints; e) Tearing, cracking or splitting of the outer covering material under normal use; f) Failure of concealed zips, fasteners or closures; g) Material defects affecting safety, durability or functionality; or h) Any other defect attributable to the quality of materials, manufacturing or assembly.
- The warranty shall include all costs associated with inspection, collection, transportation, replacement, re-delivery, installation where applicable, and any other costs necessary to restore the affected item to full compliance with the Contract.
- The Department, school principal, or designated official may report any defect discovered during the warranty period to the Contractor in writing.
- Upon receipt of a warranty claim, the Contractor shall acknowledge receipt within five (5) working days and shall inspect, repair or replace the affected item within fourteen (14) working days, unless otherwise approved in writing by the Department.
- Where the Contractor fails to repair or replace the defective item within the prescribed period, the Department may procure a replacement from an alternative source and recover any additional costs incurred from amounts due to the Contractor or by any other lawful means.
- Replaced items shall be of the same or superior quality, specifications, workmanship, material composition and safety standard as the approved sample and original contracted product.
- Any item replaced under warranty shall be covered by a further warranty period of twelve (12) months commencing from the date of replacement.
- The warranty shall not cover defects arising solely from: a) Deliberate vandalism; b) Misuse outside the intended purpose of the Agility Soft Play Set; c) Unauthorised modification of the product by persons other than the Contractor; or d) Damage caused by fire, flood, natural disaster or other events beyond the reasonable control of the parties.
- The Department reserves the right to retain records of all warranty claims and may take repeated warranty failures into account when assessing contractor performance, future order allocations, contract extensions or participation in future procurement opportunities.
- Failure by the Contractor to honour warranty obligations shall constitute a material breach of contract and may result in the imposition of contractual remedies, suspension of orders,

recovery of damages, termination of the contract and/or restriction in accordance with applicable procurement legislation.

6. AWARD CONDITIONS

- 6.1. The bidder obtaining the highest number of total points will be awarded the contract; however, the Department of Education reserves the right not to award the highest scoring point's bidder where this bidder is not compliant with all the requirements
- 6.2. These bid rigging practices constitute Prohibited and Restricted practices under the Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended and they include, and not limited to:
- Submitting bids from different companies with same or similar Directors (Refer to Section 34 of General Condition of Contract)
 - Submitting bids with companies that belong to the same holding company (Refer to Section 34 of General Condition of Contract)
 - Appointment of bidders may be subjected to post award verification of submitted documents on experience.

7. EVALUATION CRITERIA

The evaluation of bids shall be as follows:

- 7.1. Stage 1: Screening of mandatory documents
- 7.2. Stage 2: Technical Mandatory requirements (Functionality)
- 7.3. Stage 3: Sample Presentation
- 7.4. Stage 4: Price and Preference Evaluation
- 7.5. Stage 5: Consolidated Evaluation Report to Bid Adjudication Committee

7.1. STAGE 1 - SCREENING OF MANDATORY DOCUMENTS; ADMINISTRATION COMPLIANCE

7.1.1. Administrative evaluation will be carried out on all the bids in terms of the following criteria:

7.1.2. Submission of a Price Schedule in South African Rand form. The prices must be inclusive of administrative cost, storage, packaging and delivery to Offices. -

Compulsory

- 7.1.3. Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4, and SBD 6.1 (SBD 6.1 is required for claiming of Specific goal points) - **Non-compulsory**
- 7.1.4. Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 7.1.5. Combined BBBEE original certificate /certified copy or sworn affidavit
- 7.1.6. Signed memorandum of agreement by all parties in case of Joint Venture
- 7.1.7. Full CSD Report (Not Summary) – **Compulsory**
- 7.1.8. The Department will, from the Full CSD Report, verify the following details:
- 7.1.8.1. Bank verification successful
- 7.1.8.2. Non-government employee directors
- 7.1.8.3. TAX complaint
- 7.1.8.4. EME Status
- 7.1.8.5. All Certified Copies must not be older than 6 months to the closing date of the Bid

Any bidder who does not comply with any of the above-mentioned criteria, unless stated and non-compulsory will be eliminated from the evaluation process and will not be considered for further evaluation.

7.2. STAGE 2 – FUNCTIONALITY

7.2.1. Minimum threshold of 60% to qualify in this phase

CRITERIA	SUB-CRITERIA	SCORE	WEIGHT
Company Experience and Similar Contracts (60 Points) The bidder must demonstrate proven experience in the supply and delivery of educational, teaching and learning support materials (LTSM), Grade R resources, or similar goods/products. 2. The company Registration Documents will demonstrate the date of incorporation and will be used together with written and signed confirmation of business letter by the previous bidder's clients within the past 4 Years			
Evidence Required Bidders must submit the following documentary evidence for each project claimed with detailed description of the project and scope of work undertaken: 1. Signed Award Letter(s) and/or Official Purchase Order(s);	COMPANY REGISTRATION HISTORY		
	Less than 1 years	1	25
	More than 1 year but less than 2 years	2	

CRITERIA	SUB-CRITERIA	SCORE	WEIGHT	
2. Invoice(s) corresponding to the stated project value; and 3. Completion Certificate(s) signed by the client, or a duly signed letter confirming the successful completion, commissioning, and/or installation of the project.	2 years or more but less than 3 years'	3		
	3 years or more but less than 4 years	4		
	4 years and over	5		
	NUMBER OF COMPLETED PROJECTS			
(NB: If the submitted evidence does not have any of the details as stipulated above, this evidence will not be accepted, and NO points will be awarded for that	1 Project	1	35	
	2 Projects	2		
	3 Projects	3		
	4 Projects	4		
Financial Sustainability and Working Capital (40 Points) Bank statement with bank balance Bank Credit Facility Letter Overdraft Facility Trade Credit Facility Financial Guarantee Combination thereof issued within 90 days of bid closing.	A company with adequate Working Capital will have enough cash available to pay its bills. The bidders will be scored in verified available capital.		40	
	Proven access to working capital and funding facilities of R300 000.00 or more	5		
	R200 000.00	4		
	R150 000.00	3		
	R100 000.00	2		
	Less than R100 000 or no verifiable similar experience	0		
	TOTAL SCORE (%)			100

7.3 STAGE 3: SAMPLE PRESENTATION, QUALITY ASSESSMENT AND TESTING

7.3.1 Bidders who are shortlisted after the functionality evaluation stage may be required to submit product samples for evaluation as directed by the Department.

7.3.2 The Department will provide shortlisted bidders with written instructions regarding the submission requirements, venue, date and time for sample presentation and testing.

7.3.3 The submitted samples shall be evaluated against the minimum technical specifications, performance requirements and quality standards stipulated in the bid document. Failure to meet the minimum requirements may result in disqualification from further evaluation.

7.3.4 Sample evaluations shall include, but not be limited to, the assessment of:

- Compliance with technical specifications;
- Quality of materials and workmanship;
- Durability and robustness;
- Safety features and child safety considerations;
- Functionality and usability;
- Finishing and overall product quality; and
- Suitability for educational and Early Childhood Development (ECD) environments.

7.3.5 The Department reserves the right to subject submitted samples to practical testing, quality testing, safety inspections and durability assessments to verify compliance with the bid requirements.

7.3.6 Where applicable, the Department may require bidders to provide test reports, product certifications, quality assurance documentation, compliance certificates and any other evidence necessary to demonstrate conformity to applicable standards and specifications.

7.3.7 The Department reserves the right to appoint technical experts, specialists, end-users or independent evaluators to assist with the assessment, testing and verification of submitted samples.

7.3.8 Any sample found to be defective, unsafe, substandard, non-compliant or materially different from the specifications contained in the bid document shall be rejected and the bidder may be disqualified from further evaluation.

7.3.9 The Department reserves the right to compare goods delivered during the contract period against the approved sample submitted by the successful bidder.

7.3.10 Products supplied during the contract period shall be of the same or superior quality to the sample approved during the evaluation process.

7.3.11 Where goods delivered during the contract period differ materially from the approved sample, the Department may reject the goods, require replacement at the Contractor's cost, impose contractual remedies, or terminate the contract for default.

- 7.3.12** The bidder shall bear all costs associated with the preparation, transportation, submission, demonstration, testing and removal of samples.
- 7.3.13** The North West Provincial Department of Education shall not be liable for any costs incurred by bidders relating to sample submission, testing, demonstrations or participation in the evaluation process, regardless of the outcome of the bid.
- 7.3.14** Upon completion of the evaluation process, unsuccessful bidders shall be notified to collect their samples within a period specified by the Department.
- 7.3.15** Samples not collected within the prescribed period may be disposed of by the Department in accordance with applicable asset management and disposal policies, and the Department shall not be held liable for any loss arising therefrom.
- 7.3.16** Samples submitted by the successful bidder(s) shall remain in the custody of the Department for the duration of the contract and shall serve as benchmark samples for quality assurance, inspection and contract monitoring purposes.
- 7.3.17** The Department reserves the right to conduct random quality verification tests on goods delivered during the contract period to ensure continued compliance with the approved sample and contractual specifications.
- 7.3.18** Where laboratory testing, independent quality verification or specialist examinations reveal that goods supplied do not comply with the approved sample, specifications, safety requirements or applicable standards, the successful bidder shall be responsible for all costs associated with such testing, replacement, corrective measures and any resultant damages suffered by the Department.
- 7.3.19** The Department reserves the right to reject any delivery, suspend further orders, impose contractual penalties, or terminate the contract should the successful bidder fail to maintain the quality standard demonstrated during the sample evaluation stage.
- 7.3.20** The sample approved by the Department during the evaluation process shall form part of the Contract and shall constitute the minimum quality, safety, workmanship, finish, material composition, durability, functionality and performance standard required for all goods supplied under the Contract.
- 7.3.21** The successful bidder shall deliver goods that are identical in quality, specifications, material, construction, dimensions, functionality, safety features and overall standard to the approved sample.
- 7.3.22** No substitutions, alterations, downgrades, modifications or deviations from the approved sample shall be permitted without the prior written approval of the Department.

- 7.3.23** The Department reserves the right to compare any goods delivered during the contract period against the approved sample retained by the Department for quality assurance and compliance purposes.
- 7.3.24** Should any goods supplied be found to be inferior to, materially different from, or not substantially equivalent to the approved sample, such goods shall be deemed non-compliant and may be rejected by the Department.
- 7.3.25** The successful bidder shall, at its own cost and within a period determined by the Department, replace all rejected goods with goods that fully comply with the approved sample and contractual specifications.
- 7.3.26** Any costs associated with the removal, replacement, transportation, re-delivery, testing or inspection of non-compliant goods shall be borne entirely by the successful bidder.
- 7.3.27** Repeated delivery of goods that do not conform to the approved sample shall constitute a material breach of contract and may result in the imposition of contractual penalties, suspension of orders, cancellation of affected purchase orders, termination of the contract, recovery of damages and/or restriction in accordance with applicable procurement legislation.
- 7.3.28** The Department may conduct random inspections and quality testing throughout the duration of the contract to verify continued compliance with the approved sample and the bid specifications.

7.4. STAGE 4 - PRICE (80 POINTS) AND PREFERENTIAL POINTS (20 POINTS)

7.4.1. Pricing (80 Points)

- 7.4.1.1. ALL Items in the Pricing Schedule MUST be priced
- 7.4.1.2. A Pricing Schedule with missing items will be rendered Non-Responsive and the bidder will automatically be disqualified.

7.4.2. The following Pricing Schedule Summary must be completed as follows:

The bid pricing should be based on price per item to be provided to schools (VAT Inclusive).

	POINTS 80/20
1.1 PRICE	80
1.2 Specific Goal	20
Total points for Price and Preference must not exceed	100

The maximum points for this bid are allocated as follows:

7.4.2.1. 80/20 Specific Goal system for acquisition of goods or services for Rand value

equal to or above R30 000 and up to R50 million inclusive of all applicable taxes.

- (a) May only score point out of 80 for price; and
- (b) Scores points out of 20 for specific goals as outlined in SBD 6.1

7.5. STAGE 5

Consolidated Evaluation Report to Bid Adjudication Committee

7.5.1. The bidder obtaining the highest number of total points (Specific Goal and Pricing Points) will be awarded the contract.

7.5.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts

7.5.3. Points scored must be rounded off to the nearest 2 decimal places.

7.5.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of Specific Goal.

7.5.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

7.5.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.

NB: THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD THE HIGHEST POINTS SCORING BIDDER, HOW EVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDoe) AND REPORTED TO TREASURY IN SUCH AN EVENT.

AGILITY SOFT PLAY SET SPECIFICATIONS

The Department requires the supply and delivery of a Soft Play set for **Agility Soft Play Set** suitable for use by children aged 4 to 6 years in Early Childhood Development (ECD) centres and schools.

The Agility Soft Play Set shall consist of the following components as a minimum:

1. Ball Pond

One (1) Ball Pond with the following minimum dimensions:

- Length: 2 000 mm
- Width: 2 000 mm
- Wall Height: 300 mm
- Wall Thickness: 100 mm

2. Cylinders

Three (3) Cylinders comprising:

Cylinder 1

- Width: 400 mm
- Length: 400 mm
- Height: 300 mm

Cylinder 2

- Width: 400 mm
- Length: 400 mm
- Height: 200 mm

Cylinder 3

- Width: 400 mm
- Length: 400 mm
- Height: 100 mm

3. Steps

Two (2) Soft Play Steps with the following dimensions:

- Height: 400 mm
- Width: 400 mm

- Length: 300 mm

4. Wedge

One (1) Wedge with the following dimensions:

- Length: 550 mm
- Width: 400 mm
- Height: 300 mm

5. Half-Rounds

Two (2) Half-Round Shapes with the following dimensions:

- Height: 250 mm
- Width: 250 mm
- Length: 500 mm

6. Floor Mats

Fifteen (15) Interlocking or Individual Safety Mats with the following minimum dimensions:

- Length: 750 mm
- Width: 750 mm
- Thickness: 25 mm

MATERIAL AND CONSTRUCTION REQUIREMENTS

The Agility Soft Play Set shall:

6.1 Foam Core

- Be manufactured from high-density, impact-absorbing polyurethane foam.
- Be firm enough to retain its shape under normal use.
- Be non-toxic and safe for children.

6.2 Outer Covering

The outer covering shall:

- Be heavy-duty PVC, vinyl-coated fabric or equivalent approved material.
- Be waterproof.
- Be easy to clean and sanitize.

- Be resistant to tearing and cracking.
- Be free from sharp edges, exposed foam or hazardous protrusions.

6.3 Stitching and Seams

- All stitching shall be neat and uniform.
- Seams shall be reinforced.
- No loose threads shall be evident.
- Zips shall be concealed to prevent injury.

6.4 Colour Requirements

- Components shall be brightly coloured and suitable for ECD environments.
- Colours shall be colourfast and resistant to fading.

6.5 Safety Requirements

The complete Agility Soft Play Set shall:

- Be free from sharp edges and rough surfaces.
- Not contain toxic materials.
- Be suitable for indoor and outdoor educational use.
- Pose no choking, trapping or entanglement hazards.
- Be safe for children aged 4 to 6 years.

VISUAL SAMPLE REQUIREMENT

The photographs included in the bid document are provided as a visual indication of the required agility soft play set. The successful bidder shall supply products that are substantially identical in:

- Design;
- Shape;
- Size;
- Colour configuration;
- Material quality;
- Workmanship;
- Safety characteristics; and
- Overall appearance

to the sample approved by the Department during the evaluation stage.

Quality Evaluation Checklist (100 Points)

Criteria	Points
Compliance with Dimensions and Quantities	20
Material Quality and Foam Density	20
Durability and Workmanship	20
Safety Features and Child Safety	20
Similarity to Approved Sample	20
Total	100

QUALITY TESTING REQUIREMENTS

The Department reserves the right to perform the following tests on submitted samples:

Compression Test

The foam shall recover its original shape after compression and shall not show permanent deformation.

Tear Resistance Test

The outer cover shall not tear, split or separate during normal handling and use.

Seam Strength Test

Stitching and seams shall withstand reasonable pulling force without separation.

Cleaning Test

The material shall withstand cleaning using mild detergents without damage or colour transfer.

Workmanship Inspection

The Department may inspect:

- Stitching quality;
- Foam consistency;
- Material thickness;
- Zips and fasteners;
- Overall finish and appearance.

SAMPLE EVALUATION AND QUALITY TESTING CRITERIA

Shortlisted bidders shall submit samples for quality evaluation. The Department shall evaluate samples against the following criteria:

A. Compliance with Dimensions and Specifications (20 Points)

Criteria	Points
Fully compliant with all dimensions and quantities	20
Minor deviations not affecting functionality	10
Material deviations from specification	0

B. Quality of Materials (20 Points)

Criteria	Points
Excellent quality, robust material and workmanship	20
Good quality, acceptable standard	15
Average quality with minor defects	5
Poor quality or sub-standard materials	0

C. Durability and Workmanship (20 Points)

Assessment includes:

- Stitching quality
- Reinforced seams
- Shape retention
- Resistance to wear and tear
- Quality of finishing

Criteria	Points
Excellent	20
Good	15
Fair	5
Poor	0

D. Safety Assessment (20 Points)

Assessment includes:

- Child safety
- Absence of sharp edges
- Stability of components
- Safety of zip covers and fasteners

Criteria	Points
Fully compliant	20
Minor concerns	10
Safety risks identified	0

E. Practical Functionality Test (20 Points)

Assessment includes:

- Stability during use
- Ease of handling
- Comfort and usability
- Educational suitability
- Overall functionality

Criteria	Points
Excellent	20
Good	15
Fair	5
Poor	0



PRICING SCHEDULE INSTRUCTIONS TO BIDDERS

Pricing Requirements

Bidders are required to submit a **firm all-inclusive unit price per Agility Soft Play Set** for each district indicated in the Pricing Schedule.

The quoted unit price shall be deemed to include **all costs associated with the supply and delivery of a complete Agility Soft Play Set**, including but not limited to:

- Manufacturing and assembly costs;
- Packaging and handling;
- Transportation and delivery to schools within the relevant district;
- Loading and offloading;
- Labour and administration costs;
- Insurance;
- Quality testing and compliance costs;
- Training or product demonstrations where required;
- Any other incidental expenses necessary for the fulfilment of the contract; and
- **Value Added Tax (VAT) at 15%.**

No additional charges of any nature shall be accepted by the Department after contract award.

Cluster-Based Pricing

Bidders may submit different prices for each district, taking into account the geographical location and associated logistics costs.

Prices must therefore be provided for the following cluster:

Cluster	Choice
Cluster A: Ngaka Modiri Molema and Dr Ruth Segomotsi Mompati	
Cluster B: Bojanala and Dr Kenneth Kaunda	

Contract Pricing and Escalation

The contract shall be awarded for a period of three (3) years.

Year 1 Price

- Bidders must provide a firm, fixed price per Agility Soft Play Set for Year 1.

Year 2 Price (For Information Purposes Only)

- The Department shall pay the approved Year 1 price adjusted by the officially published Consumer Price Index (CPI), subject to approval by the Department.
- Bidders are nevertheless required to indicate their projected Year 2 price for budgeting purposes only.

Year 3 Price (For Information Purposes Only)

- The Year 2 contract price shall be adjusted by the applicable approved CPI escalation for Year 3.
- Bidders are required to indicate their projected Year 3 price for budgeting purposes only.

Important Notes

1. Prices must be quoted in **South African Rand (ZAR)**.
2. Prices must be inclusive of **15% VAT**.
3. Prices must include **delivery to the final destination (schools)** within the relevant district.
4. Bidders shall not be entitled to claim additional transportation, fuel, accommodation, subsistence, handling, or any other costs not specifically provided for in the Pricing Schedule.
5. The Department reserves the right to verify the reasonableness of prices quoted.
6. Failure to complete the Pricing Schedule in full may render the bid non-responsive.
7. Payment shall be made only for Agility Soft Play Sets successfully delivered and accepted in accordance with the conditions of contract.

DISTRICT	YEAR 1 SET PRICE (VAT INCLUSIVE)	YEAR 2 PRICE (FOR INFORMATION ONLY)	YEAR 3 PRICE (FOR INFORMATION ONLY)
Bojanala District	R	Year 1 Price + Approved CPI	Year 2 Price + Approved CPI
Dr Kenneth Kaunda District	R	Year 1 Price + Approved CPI	Year 2 Price + Approved CPI
Dr Ruth Segomotsi Mompoti District	R	Year 1 Price + Approved CPI	Year 2 Price + Approved CPI
Ngaka Modiri Molema District	R	Year 1 Price + Approved CPI	Year 2 Price + Approved CPI

Approval



Mr. B. Thejane
Chairperson: BSC

01 October 2026

Date

ANNEXURE A

List of all the schools participating in the bid and intended for the supply and delivery of Grade R Agility Soft Play Set.

2026/2027 GRADE R LIST OF SCHOOLS TO BE RESOURCED (150 SETS FOR 100 SCHOOLS)

N O	LEO	EMIS	NAME	PHYSICAL ADDRESS	PRINCIPAL	CONTACT NUMBER	NO. OF SETS
AGILITY SOFT PLAY							
	Madibeng	600102166	Tlhabi Moruwe Primary School	222 Dikhibidung Section Wonderkop	Mr Mahlangu O.C	0727683178/ 0718568565	3
	Madibeng	600102019	St Catherine Primary School	E156 Legalaopeng Section Bapong	Ms Mokwena JC	0730123003	2
	Madibeng	600100863	Leokeng Primary School	F 089 Leokeng Section Mooderspruit 0274	Mr Tshotlhang A.N	0732794041	3
	Madibeng	600100886	Lethabong Primary School	062 Lesung section Legonyane	Ms Mabuela D.L	0722290268	1
	Madibeng	600100983	Mafale Primary School	343 Morokwaneng Section Jericho 0189	Ms Matli BN	0718553595/ 0837718612	1
	Madibeng	600100235	Charles Mamogale Primary School	1039A Lehwiliring Section Jericho	Mr Moche J	0766370322	1
	Madibeng	600100349	Edward Primary School	2201 Section Maboloka 0197	Mr Twala MM	0710397690	1
	Moses Kotane	600100061	Bakgofa Primary School	515 Khalanyoni Sec Ledig 0338	Ms Buys BJ	0716124345	2
	Moses Kotane	600192149	Tshose Primary School	63 Smith Mahobieskraal 0316	Ms Kgatlanye	082067550	2
	Moses Kotane	600100559	Okomelang Primary School	636 Sekgatlang Sec,Sandfontein 0318	Mr Malau KV	0785880601	3
	Moses Kotane	600104039	Borite Primary School	E237A Mabele A Podi,Mogwase 0314	Ms Segoe R.M	0799166266	1
	Moses Kotane	600101474	Mphuphuth e Primary School	1467 Section Three,ledig 0338	Ms Maragele	0826932301	1
	Moses Kotane	600100165	Bojating Primary School	20105 Ditshweneng Sec,Bojating	Mr Moatshe	0697479899	2
	Moses Kotane	600101326	Mokhine Primary School	10447 Thabang Sec,Lerome 0318	Ms Seloe L	0713131971	2
	Moretele	600101351	Molotlegi-Malebye Primary School	M3 323 Mmotong Swartdam Makapanstad	Mrs M.V Malatsi	0718549366	1
	Moretele	600101023	Makgatlhana nong	E308 Mmakaunyana village	M.S Leballo	082628825	2

			Primary School				
	Moretele	600101934	Sekgopi Primary School	7001 zone 7 Lebotloane 0411	Ms AM Motheogane	0793569646	1
	Moretele	6001002042	Swarisana ng Primary School	129 Corner Main & Mkhondo Radium Syferkuil	Ms S.R Legodi	0718558825	3
	Rustenburg	600101426	Motladi-Kgoadigoadi Primary	544 Mothuka Str Tlhabane	Ms Nkwe	07193320595	1
	Rustenburg	600100672	Kgale Primary School	197 Mulana Road,Kgale	Ms LB Motebele	0719653440	1
	Rustenburg	600102240	Tshirolong Primary School	1774 Lenatong Str Extension 2 Boitekong	Ms Molokoane Thibodi	0652919388	3
	Rustenburg	600101747	Rankelenyane Primary School	W403 Batlase Sec Rankelenyane Village	Ms M Mathithibala	0718964471	1
	Rustenburg	600101759	Rasimone Primary School	Stand no B156 Boshoeck	Ms Sithole	0781701278	1
	Rustenburg	600102054	Tantana Primary School	Stand no 0667 Tantanana Village	Ms LN Kgwadibana	0662378815	1
	Rustenburg	600102157	Tlhage Primary School	E269 Main Street Thekwa village	Mr GM Matlaprng	0729237018	1
	Rustenburg	600102268	Tsunyane Primary School	85 Khunou Sec Lekgalong Village	Mr AM Sesane	0731075711	1
	Rustenburg	600100365	Fapha Primary School	4560 Vula Section Lethabong	Ms MP Mokoele	0832990501	2
	Jb Marks	600105368	BM Choabi Primary	60-67 Kleurpoort Street, Promosa	M.P Mohutsiwa	0835737445	2
	Jb Marks	600105579	Mphatlalatsane Primary	8950 Ext 10 Tshing Ventersdorp	M.E Moloi	0838471120	2
	Jb Marks	600101416	Motaung Primary	Boikhutso Village	KMI Melodi	0838471119	2
	Jb Marks	600102239	Tshirologo Primary	Tshirologo Goedgevonden Village	SFA Motlhoiwa	0832071651	2
	Jb Marks	600101622	Phaladi Primary	2981 Bathoeng Str, Ikageng	P Lethoba	0838470987	1
	Jb Marks	600100310	Ditaelong Primary	7382 Mbongeni Str, Sarafina	M.J Mahlatsi	0828726272	2
	Matlosana	600101641	Phogole Primary	404 Maruping Street Lebaleng Makwassie	Khene TJ	0838470846	2
	Matlosana	600101534	Ntlatseng Primary	127 Mokoto Street Rulaganyang Wolmaransstad	Mr Potsoane	0633512435/0606716475	1
	Matlosana	600100143	Boineelo Primary	2935 Kagiso Main Road, Chris Hani Wolmaransstad	Ms. Makhobotloane	0838470857	2
	Matlosana	600100717	Khuma Primary	2071 BOCHABELA STREET KHUMA	B.B MOHALE	0838470797	1
	Matlosana	600101605	Pelokgale Primary	1498 Fesi Street Kanana Orkney	KHENDE R.A	0833948592	3
	Matlosana	600105376	Phakela Primary	Werda Farm Hartebeesfontein 2600	Mr J.K Khothego	0838470906	1
	Matlosana	600100467	Thea Merafe Primary	14735 Sugarbush Street Ext 13 Jouberton	Mr Motsatsi	0721772144	3

	Matlosana	600101607	Pelonomi Primary	Plot No.17 Buffledoom Stilfontein 2520	Mr J.M Pheeha	0838470799	1
	Matlosana	600102351	Zamukulunga Primary	2528 Kopanong Road Ext 2 Jouberton	Mr T.S Ngcizela	0788939559	2
	Naledi	600105602	Richard Tumahole Lentsela	8150 Ipelegeng Schweizer-Reneke	Kgashwane T.H	0630697388	2
	Naledi	600101888	Charon Primary	School Street, 3 Charon	Mattingh M	0837292227	2
	Naledi	600100270	Diatleng Primary	42 Van Zyl, Gladudina, Schweizer Reneke	Mphatse M.J	0839833163	1
	Naledi	600100023	Amalia Primary	Site 68 Molatswaneng Street, Amalia	Chacha B.L	0839853937	2
	Naledi	600100267	Devondale Primary	569 Farm Suffolk Devondale	Mr P.P Moloto	0837802360	1
	Naledi	600101275	Moeti Primary	2857 Crutse Street, Huhudi Location, Vryburg 8601	Mr L.Z Maselo	0838450624	2
	Naledi	600100432	Geluksoord Primary	101 Gous Blom Street, Geluksoord, Christiana	Tlhageng L.W	0838238039	2
	Greater Taung	600101297	Mogopela Primary	Stand No 413 Mogopela Village	Mokgothu K.L	0823491729	2
	Greater Taung	600101704	Raditshidi Primary	20101 Moseja Section, Myra Village	L.K Ntsime	0838236288	2
	Greater Taung	600105452	Molehabangwe Primary	Stand No. 554A, Pompong Section, Dryharts	Sedumedi M.E	0839834308	2
	Greater Taung	600101331	Molale Primary	Stand No 72 E Matlapaneng	Masire G.V	0710572246	2
	Greater Taung	600101927	Seile Primary	Stand No 566, Lokaleng Section, Taung	Molusi O	0834590256	2
	Greater Taung	600104016	Lesang Kasienyan e Primary	922 Khibitswane Village	Kasienyan e D.A	0836706620	1
	Greater Taung	600101698	Rabodigelo Primary	1162 Ditshilong Village	Maselo MY	0822953186	2
	Greater Taung	600100844	Lekang Primary	20067 Cokonyane Village	Lekhoana M.J	0835707368	1
	Kagisano-Molopo	600101250	Mochware Primary	E1159 Phohung Section, Ganyesa	Seema A	0729972966	2
	Kagisano-Molopo	600100613	Kakanyo Primary	Stand no. 10146 Southey	Mokgothu T.J	0724997021	2
	Kagisano-Molopo	600101248	Modisaemang Primary	Stand no 101245	Magalane I.T	0838741984	1
	Kagisano-Molopo	600100779	Kudunkgwane Primary	20055 Gamorakile Section, Kudunkgwane Village	Ramosidi MM	0825807102	1
	Kagisano-Molopo	600101814	Reitshokile Combined	Stand No P122 Kerk Street, Piet Plessis	Molaaphene B.G	0839845858	1
	Kagisano-Molopo	600101250	Magaabue Primary	Stand no 10001 Magaabue Village	Phokane DJ	0680224620	1
	Kagisano-Molopo	600100613	Seitsang Primary	20452 Gamodisenyan e Section Tlaskgameng	Maruping B.G	0827855023	2
	Mafikeng LEO	600101816	Reitsositse Primary	Uitkyk village near Gelukspan	Mr Mogami	079 990 5265	1
	Mafikeng LEO	600101637	Rankudu Primary	Ikopeleng village. Ramatlabama	Mr Thale	073 357 4144	2

	Ramotshere Moilwa LEO	600101830	Renonofile Primary	Perdevlei. Dinokana	Mr Rapudung oane	071 889 7295	2
	Ramotshere Moilwa LEO	600100527	Ikafafeng Primary	Dinokana village	Ms Hattingh	082 491 2670	3
	Ramotshere Moilwa LEO	600100720	Khunotswane Primary	Khunotswane village near Dinokana	Ms Molatlhegi	083 620 7455	1
	Ramotshere Moilwa LEO	600101012	Majabe Primary	Mokgola village	Mr Segotso	072 748 0576	1
	Ramotshere Moilwa LEO	600101379	Moreotsile Primary	Ratsara section. Dinokana village	Mr Mogapi	071 872 0156	1
	Ramotshere Moilwa LEO	600101322	Mokgola Primary	Stand no101 clinic section Driefontein	Mr Kgatuke	071 904 4851	1
	Ramotshere Moilwa LEO	600100837	Lefoko Primary	Kgosing section. Gopane village	Ms Monei	083 347 6206	2
	Ramotshere Moilwa LEO	600101401	Moshana Primary	Puana section. Witkleigat. Moshana	Mr Khutswane	063 634 1909	1
	Ramotshere Moilwa LEO	600102178	Tlhomoso Primary	Mothaba section. Gopane	Ms Matsobe	068 268 9789	2
	Ratlou LEO	600102233	Tshidilamolomo Primary	Tshidilamolomo village	Ms Madito	640641510	1
	Ratlou LEO	600101312	Mokala Primary	Lopapeng section Setlagole	Mr Seithhobo	780502243	1
	Ratlou LEO	600100973	Madibogo Pan Primary	Madibogopan village	Ms Marumo	833514410	1
	Ratlou LEO	600100391	Gaesegwe Primary	Madibogopan village	Mr Modingoana	725655008	1
	Ratlou LEO	600100470	Green Central Primary	Madibogo village	Mr Motshegoa	837279934	1
	Ratlou LEO	600101714	Ramabesa Primary	Madibogo village	Mr Ndebele	825396441	1
	Ratlou LEO	600101453	Motsitlane Primary	Motsitlane section. Madibogo	Mr Monoto	837382248	1
	Ratlou LEO	600101204	MK Moeti Primary	Madibogo village	Ms March	725211721	1
	Tswaing LEO	600103614	Bahentswe Primary	Witpan village	Mr Moholeng	729574393	1
	Tswaing LEO	600100186	Bopanang Primary	Rakgwedi village. Gannalaagte	Ms Lebone	789116743	1
	Tswaing LEO	600100915	Logaga Primary	Gannalaagte village	Ms Makaota	739558095	1
	Tswaing LEO	600100459	Goo-Seleka Primary	Stand number 1098 Atamelang township	Ms Kgomongwe	833285749	1
	Tswaing LEO	600101403	Moshoette Primary	Stand number 249 Moirwagala section Khunwana village	Ms Setidisho	834559146	1
	Tswaing LEO	600100762	Kopela Primary	Kopela village	Ms Lepedi	725211464	1
	Tswaing LEO	600101731	Lebogang Primary	3919 Lerole street Letsopa. Ottosdal	Mr Khoza	0723849737	1
	Tswaing LEO	600102307	Refethuto Primary	2277 Phelindaba, Sannieshof	Ms Kitso	0849872727	2
	Ditsobotla LEO	600105447	Retsogile Primary	Bakerville Farm	MS Ngwenya N	0605672046	1
	Ditsobotla LEO	6001012343	Mmuagabo Primary	Kgomola section Bodibe Village	Ms Mokgosi M.T	0632921906	1
	Ditsobotla LEO	600100292	Dingake Primary	Verdwaal No.1 Village	Mr Ledwaba	0605670746	1
	Ditsobotla LEO	600102163	Tlhalefang Primary	Ga-Maloka village	Ms Modise B.C	0826636916	1

	Ditsobotla LEO	6001022 46	Tsholofelo Primary	Sringbokpan Village	Mr Mosweki .K	0826674744	1
	Ditsobotla LEO	6001014 56	Motswaiso Primary	Meetmekaar village	Ms Chenepe I.K	0760190709	1
	Ditsobotla LEO	6001014 85	Makgwe Primary	Dithwaneng Section Bodibe Village	071447355 7	Mr Motlogelwa S	1
	Ditsobotla LEO	6001001 480	Boiteko Primary	2366 Zone 2 Isoseng	018088027 9	Mr Dlamini	2
	Ditsobotla LEO	6001015 91	P.P Phaladi	3187 Zone 2 Itsoseng	Ms Kedikgotse K.S W	0634803751	1

A) Four 2m each Foam Wall Blocks / Padded Surrounds: The dense polyurethane or polyethylene foam borders that form the perimeter walls of the pond. Height=30cm width=10cm.

B) 4.2 Schools with more than 90 learners will receive two sets of Agility soft play kit

C) Bright colours (red, blue, orange, yellow) should be used



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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.

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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 anything 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,

, 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

7. Performance security
- 7.1 arising from use of the goods or any part thereof by the purchaser.
- 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 analysed 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) 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 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 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 cancelling 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 wilful 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.

General Conditions of Contract (revised July 2010)

end

