



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building
East Wing, Ground Floor
Private Bag X2044, Mmabatho 2735
Tel.: 018 388 4107
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CHIEF DIRECTORATE: FINANCIAL MANAGEMENT SERVICES

Directorate: Supply Chain Management

Ref: EDU 06/26 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 06/26NW REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR 2026/2027 TO 2028/2029

1. You are hereby invited for request for the establishment of panel of service (s) for the supply, packaging and distribution and catalogue management of caps compliant get technology teaching and learning support material (LTSM) for grade 8-9 for a period of three (3) a contractual duration of three (3) year 2026/2027 to 2028/2029
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.**

6.1 The following information should be clearly marked on the same sealed envelope:

"Tender No.	:	EDU 06/26 NW
"Closing Date	:	04 November 2026
"Closing Time	:	11H00

7. All enquiries pertaining specification can be directed to **Dr Kgwadi-Motsusi A B** at the following email address **BKgwadi@nwed.gov.za** or Telephone number **(018) 397 3013** during working hours.

8. For details for obtaining the bid documents: **Ms. Tshiamo Keetile** at the following email address tkeetile@nwed.gov.za or Telephone number: **(018) 388 4091** during working hours.
9. 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.
10. This Bid Documents are ONLY available for download on E Portal. (www.etenders.gov.za)
11. The Department of Education reserves the right to accept any tender in whole or in part and does not bind itself to accept the lowest or any tender.

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

05/10/2026

.....
DATE

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH-WEST EDUCATION DEPARTMENT					
BID NUMBER:	EDU 06/26 NW	CLOSING DATE:	04 November 2026	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR 2026/2027 TO 2028/2029				
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	Dr Kgwadi-Motsusi A B	
TELEPHONE NUMBER	018 388 4091/2512		TELEPHONE NUMBER	018 397 3013	
E-MAIL ADDRESS	tkeetile@nwed.gov.za		E-MAIL ADDRESS	BKgwadi@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:	
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 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

- 2.3 BIDDER/S MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.4 BIDDER/S 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.
- 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.6 BIDDER/S MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.9 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:

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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.

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

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{min} = \text{Price of lowest acceptable tender}$$

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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		
Enterprise 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]

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

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

Garona Building
East Wing, Ground Floor
Private Bag X2044, Mmabatho 2735
Tel.: 018 388 4107
e-mail: ThabisoRamokali@nwed.gov.za

CHIEF DIRECTORATE: FINANCIAL MANAGEMENT SERVICES

Directorate: Supply Chain Management

SPECIFICATION DOCUMENT

FOR

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

TECHNICAL ENQUIRY	Dr Kgwadi-Motsusi A B
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EMAIL	BKgwadi@nwed.gov.za
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ADDRESS	North West, Mmabatho
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BID CLOSING DATE:	11:00
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BID CLOSING TIME:	04 November 2026
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BID NO.:	EDU 06/2026 NW
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REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OG THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

1. PURPOSE

The North West Department of Education (NWED) intends to establish a panel of qualified service providers to supply, package, distribute and maintain a catalogue of CAPS-compliant technology kits for Grades 8-9

The framework will enable schools to order approved technology resources directly from a department approved catalogue through official Departmental procurement processes.

The catalogue-based approach will:

- Provide flexibility to schools.
- Eliminate unnecessary purchases.
- Support replacement and replenishment of consumables.
- Enable stand
- Standardized provincial pricing.
- Ensure CAPS compliance.
- Improve laboratory functionality across the province.

2. OBJECTIVES

The framework seeks to:

2.1 Curriculum Support

Provide Technology Kits aligned to CAPS requirements for Grades 8-9

2.2 Standardisation

Ensure resources supplied to schools comply with minimum provincial standards.

2.3 Cost Efficiency

Provide fixed contract pricing across all districts for the contract period.

2.4 Accessibility

Allow schools to procure resources through an approved catalogue rather than a fixed kit.

2.5 Sustainability

Enable annual replenishment of consumables and replacement of damaged equipment.

3. INTENTION OF THE NORTH WEST DEPARTMENT OF EDUCATION

3.1. The Department requires the services of a professional service provider(s) for the supply, packaging and distribution of Grade 8 and 9 LTSM Technology Kits to General Education and Training (GET) schools.

- Dr RUTH SEGOMOTSI MOMPATI DISTRICT
- NGAKA MODIRI MOLEMA DISTRICT
- BOJANALA DISTRICT
- Dr KENNETH KAUNDA DISTRICT

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

- 3.2. The North West Department of Education may appoint a service provider(s) per district or in whole. 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. BACKGROUND

- 4.1. The North West Provincial Department of Education seeks to appoint a capable and competent service provider to supply, package and distribute Technology kits for grade 8-9 learners. The intension of the Department is to support targeted schools to be accessible, functional and improve learner performance through provision of necessary resources to implement the curriculum.
- 4.2. The required equipment will support both the teachers and learners in addressing the classroom practical work and projects. The procurement of the kits will assist teachers to teach Technology related content more effectively, which poses a challenge to our teachers if they don't have such equipment.

5. ESTABLISHMENT OF A CATALOGUE FRAMEWORK

- 5.1. The Department intends establishing a framework agreement with one or more service providers.

Successful bidders shall:

- Compile a comprehensive CAPS-compliant Technology Catalogue.
- Maintain price schedules.
- Supply approved items on demand.
- Package and distribute items directly to schools.
- Maintain stock availability throughout the contract.

Orders shall be issued as and when required through official Purchase Orders.

6. CATALOGUE REQUIREMENTS

The catalogue must be divided into the following categories:

Category A: Tools and Materials

Examples

- Junior steel hacksaw
- Coping saw
- Scissors
- Pillers
- Trimming knives
- Hand drill

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OG THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

Category B: Health and Safety

Examples:

- Latex Gloves
- Safety goggles
- Dust mask

Category C: Graphic Communication

Examples:

- White Board
- Drawing grids
- Metal Safety Ruler

Category D: Mechanicals Systems

Examples:

- Wheels
- Cam Pack
- Plastic Gear
- Bracket Pack

Category E: Structure, Processing Pneumatics & Hydraulic Systems

Examples

- Paper fasteners
- Paper Clips
- Wood strips
- Nut and bolt
- Glue
- Syringe

Category F: Electricity and Electronics

Examples

- Motor
- Brackets
- Reducer
- Battery holder
- Connector
- Lamps
- Panels
- Resistors
- Switch

7. SCOPE OF WORK

- 7.1. The Department seeks to establish a framework to procure supply, package and deliver technology kits to identified GET schools within the four provincial districts.
- 7.2. The kits supplied should be of superior standard and bidders will be required to submit samples to ensure that the kits that are to be procured meet the minimum quality standards.
- 7.3. The Department seeks to supply all selected schools within the four provincial districts; each school will be supplied with 1 (one) Technology kit which includes 95 (ninety- five) items.
- 7.4. Ordering will be **per kit per school**; however, the department may order items from the kit for top up purposes.
- 7.5. Bidders are required to ensure that all breakages that are discovered during delivery are replaced timeously
- 7.6. Department will not process any payment before 100% (hundred percent) is successfully delivered.
- 7.7. Bidders may be expected to demonstrate knowledge on how to use the kits during the presentation sessions
- 7.8. Bidders must strictly adhere to the provided pricing schedule, if not completed accurately bidders may be eliminated due to non-compliance

8. SPECIAL CONDITIONS OF CONTRACT

8.1. 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 Sc 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.

8.2. SCC 2: Ordering, Delivery and Lead Times

- Schools will be provided with catalogues from which the school will place their orders
- 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 Officials prior to commencement of deliveries.

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

- 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.

8.3. SCC 3: Delivery Documentation

- Every delivery shall be accompanied by an original delivery note.
- The delivery note shall contain, as a minimum:
 - a) The full name and address of the receiving school;
 - b) The name, surname, designation and contact number of the receiving official;
 - c) A detailed description and quantity of items delivered;
 - d) The signature of the principal or delegated receiving official;
 - e) A legible dated school stamp; and
 - f) The date of delivery.
- Photocopied, scanned, altered or incomplete delivery notes shall not be accepted for payment purposes, only original copies.
- The Contractor shall provide a detailed item checklist for each Technology Kit 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 Official for verification and record purposes.

8.4. 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.
- Notwithstanding SCC 3, The Department may, at its sole discretion, authorize part-payment where at least eighty percent (80%) of the goods relating to a specific order have been successfully delivered and verified. In such instances, ninety percent (90%) of the approved invoice value may be paid upon delivery and verification, while the remaining ten percent (10%) shall be retained and paid three (3) months after delivery, subject to satisfactory usage and performance of the goods during that period.
- The Department shall reconcile delivery of documentation and invoices on a monthly basis before processing payment.
- The Department reserves the right to withhold payment for any Purchase Order where the delivered quantity is less than eighty percent (80%) of the quantity ordered, unless otherwise approved in writing

by the Department. Any part payment authorised by the Department shall be proportional to the quantities successfully delivered and accepted.

8.5. 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 Technology Kits Sets at its own cost.

8.6. 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 Officials within ten (10) calendar days of receipt of the Technology Kits Set.
- The Contractor shall investigate and resolve any reported delivery discrepancy within a reasonable period determined by the Department.

8.7. 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.

8.8. 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 timely 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 Technology Kits 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 authorizing payment.

8.9. 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.

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8.10. 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.
- If less than eighty percent (80%) of the quantities ordered under a Purchase Order are delivered within the prescribed delivery period, the Department may withhold payment until the outstanding quantities have been delivered and accepted.
- 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:
 - a) Cancel the affected Purchase Order in whole or in part;
 - b) Procure the outstanding goods from an alternative supplier;
 - c) Recover from the Contractor any additional costs incurred as a result of such procurement;
 - d) Apply contractual penalties; and/or
 - e) 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.

9. EVALUATION CRITERIA

The evaluation of bids shall be as follows:

- I. Stage 1: Screening of mandatory documents
- II. Stage 2: Technical Mandatory requirements (Functionality)
- III. Stage 3: Sample Presentation
- IV. Stage 4: Price and Preference Evaluation
- V. Stage 5: Consolidated Evaluation Report to Bid Adjudication Committee

9.1. STAGE 1 - ADMINISTRATION COMPLIANCE

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

9.3. 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**

9.4. Signed and fully completed Standard Bid Documents (SBD); SBD 1, SBD 4, - **Compulsory** SBD 6.1 PPR 2022 - **compulsory**

9.5. Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**

9.5.1. Signed memorandum of agreement by all parties in case of Joint Venture

9.6. Full CSD Report (Not Summary) – **Compulsory**

9.6.1. The Department will, from the Full CSD Report, verify the following details:

9.6.1.1. Bank verification successful

9.6.1.2. Non-government employee directors

9.6.1.3. TAX complaint

9.6.1.4. EME Status

9.7. 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.

9.8. STAGE 2 – FUNCTIONALITY

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

9.8.1. Minimum threshold of 75% 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), MST 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); 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.	COMPANY REGISTRATION HISTORY		
	Less than 1 years	1	25
	More than 1 year but less than 2 years	2	
	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) Evidence could be any of the following: 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 bibbers will be scored in verified available capital.		
	Proven access to working capital and funding facilities of R300 000.00 or more	5	40
	R200 000.00	4	
	R150 000.00	3	
	R100 000.00	2	
	Less than R100 000 or no verifiable similar experience	0	
	TOTAL SCORE (%)		

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OG THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

9.9. STAGE 3: SAMPLE PRESENTATION

- 9.9.1.** Prospective bidders that have been shortlisted in stage 3 will be required to submit sample as shall be directed.
- 9.9.2.** Sample presentation will be evaluated based on the technical specifications as outlined and bidders that do not meet the minimum set criteria will not be considered for further evaluation.
- 9.9.3.** Samples will be evaluated on various aspects relating to quality, durability, safety and general adherence to minimum stipulated specifications.
- 9.9.4.** The Bidder shall bear all costs associated with the preparation and submission of its bid including the submission of samples
- 9.9.5.** The North West Provincial Department of Education will in no case be responsible or liable for costs associated with submission of bid proposals, regardless of the conduct or outcome of the bidding process.
- 9.9.6.** After the evaluation process of samples has been successfully concluded, bidders will be notified to retrieve all samples submitted.
- 9.9.7.** Failure to collect samples may result in samples being disposed of according to departmental assets management policy.
- 9.9.8.** Samples of the winning bidder(s) will remain the property of the department for the contractual period of the bid, these samples will be used for the monitoring purposes and should the bidder deviate, these may result in termination of contract.

9.10. STAGE 4 - PRICE (80 POINTS) AND Specific Goals (20 POINTS)

9.10.1.Pricing (80 Points)

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

9.10.1.2. 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 Goals	20
Total points for Price and Preference must not exceed	100

The maximum points for this bid are allocated as follows:

9.10.1.3. 80/20 Specific Goals 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

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

IMPORTANT NOTES

- All Catalogue items **MUST be quoted**. Any bidder who has not completed the Catalogue will be rendered nonresponsive and will be eliminated and not considered for the next stage.
 - Price should be inclusive of all associated administrative storage, packaging and distribution to schools and offices and be valid for 12 months from the time of award
 - All items specified in the catalogue shall constitute a single kit and must be supplied as a complete set.

TECHNOLOGY KIT GRADE 8 & 9

	TOOLS AND MATERIALS	Unit Price
1	Junior steel hacksaw frame, 470 mm, with 300 mm blade	
2	Coping saw, 160 mm x 170 mm	
3	Pair of universal scissors	
4	Pair of pliers with rubber handles	
5	Craft knives/trimming knives with blades	
6	Manual/hand drill with 8 mm chuck	
7	Bradawl with plastic/wooden handle	
8	Ball-peen hammer with rubber handle, 450 g	
9	Punch hole pliers; 120 mm	
10	Set of hand files: half-round, square, round, flat and triangular	
11	Polystyrene sheets - size 300 mm x 300 mm (10 per pkt); 10 mm thick	
12	Strip and gusset set	
13	Rigid plastic rod, 450 mm x 4 mm (25 per pack)	
14	Copper sulphate, 200 g	
15	Recycled plastic pellets, 200 g	
16	Wooden dowel, 450 mm x 4 mm (25 per pack)	
17	Glue gun, small, for use with 7.0–7.5 mm glue sticks	

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

18	Small glue gun sticks, pack of 3	
19	Bench Hooks; 300 mm x 200 mm	
20	A3 Rubber Cutting Mats; 3 mm thick	
21	Heavy-duty cast-iron C-clamp with jaw opening and throat	
22	Corrugated Cardboard Sheets, 1200mm X 1000mm; 3 mm	
HEALTH & SAFETY		
23	Multipurpose Latex Gloves (pack of 10)	
24	Clear safety goggles made from polycarbonate material, fully enclosed	
25	Dust mask (pack of 5)	
GRAPHIC COMMUNICATION		
26	Treeline Project Board A4 sheets pack of 10	
27	Drawing Grids (square, isometric, dotted) 10 of each	
28	Metal Safety ruler 30cm	
RESOURCES Tray 1		
(Mechanical systems)		
29	Wheels rubberized (52mm diameter)	
30	General modelling, Cams Pack	
31	Gear Set, 4 size	
32	Specialised Plastic gear set(106 pcskit)	
33	Perforated Base Plate (Pack of 5)	
34	Angle Bracket Pack, 300mm (pack of 10)	
35	Pulley pack (30 per pkt)	
36	Plastic chassis for model cars	
37	Masking tape - 5m long	
38	Sellotape (40m roll)	

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

	Resources Tray 2	
	(Structures, Processing Pneumatic & Hydraulic systems)	
39	Paper fasteners, round, brass plated (100 per box, No 5)	
40	Paper clips silver metal type 3mm (100 per box)	
41	Wood strips square (pack of 25)	
42	Nut and bolt Pack - size 16mm and M4 (300 pkt)	
43	Nut and bolt Pack - size 25mm and M4 (300 pkt)	
44	Glue (wood and paper glue) 500g	
45	Plaster of Paris - 500g	
46	Nail 100mm pkt	
47	Clear Liquid Glue 500g	
48	Rubber bands pkt	
49	String, thin cotton, 50g per ball	
50	Straws pkt 100	
51	Skewers pkt 100	
52	Syringe - size 10ml	
53	Syringe - size 2ml	
54	Syringe adaptors - fitting the size 10ml (10pkt)	
55	Syringe adaptors - fitting the size 2ml (10pkt)	
56	MT Plastic Tubing - 3mm ID	
57	Connectors T-Pieces	
58	One Way Valve	
59	Stopcock Three-Way (with male lock adaptor)	
60	Ice - cream sticks Med Natural 95x10mm (pkt 150)	
	Resources Tray 3	

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

	(Electricity & Electronics)	
61	Motor - used with DC current (3V with leads fitted)	
62	Motor mounting brackets	
63	Reducer bush (to fit on the motor)	
64	Battery holder for size 2AA cells	
65	Torch cells - Penlight (size AA)0	
66	Lamp holders - MES80	
67	Bulbs or Lamps MES (2.5V; 3.8V; 4.8V; 6V)	
68	4 mm Wire single core - (10m red roll)	
69	4 mm Wire single core - (10m black roll)	
70	Buzzers - Piezo with leads (for low current)	
71	Connector block, strips of 12way	
72	Connector board - simple design with springs	
73	Ammeter Panel Type 0-1A	
74	Voltmeter Panel Type 0 - 5V	
75	Diode(s)	
76	Transistors 2N 222A	
77	Capacitor (Fixed, Mica, Polyester, Film, Variable, Paper, Ceramic)	
78	Thermistor(s)	
79	Preset Pot Horizontal B10k ohm	
80	LDR (Light Dependent Resistor 3mm)	
81	Resistor, 0.25W, 470 ohm	
82	Resistor, 0.25W, 10K ohm	
83	Resistor 2.2 K ohm	
84	Resistor Ceramic 2,7 ohm 5W	

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

85	LED (Red)	
86	LED (Green)	
87	Reed Switch	
88	Switch SPST	
89	Switch SPDT	
90	Switch DPDT	
91	12V ,3 W Polycrystalline Solar Panel	
92	Screwdriver/Allen Key for variable Resistor (2 Small, 2 Medium)	
93	10 pcs Copper strips (200mm X 12mm)	
94	10 pcs Zinc Strips (200mm X 12mm)	
95	Steel wool 25g	

PRICING SCHEDULE INSTRUCTIONS TO BIDDERS

Pricing Requirements

Bidders are required to submit a **firm all-inclusive unit price per Technology Kits** 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 Technology Kits**, 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;
- 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

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

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

Bidder is required to choose cluster 1 or cluster 2 or both. The department reserves the right to appoint 1 service provider

Prices must therefore be provided for the following clusters:

Cluster	Choice
Cluster A: Ngaka Modiri Molema and Dr Ruth Segomotsi Mompoti	
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 item for Year 1.

Year 2 Price

The Department shall pay the approved Year 1 price adjusted by the officially published Consumer Price Index (CPI), subject to approval by the Department.

Year 3 Price

The Year 2 contract price shall be adjusted by the applicable approved CPI escalation for Year 3.

Important Notes

- Prices must be quoted in **South African Rand (ZAR)**.
- Prices must be inclusive of **15% VAT**.
- Prices must include **delivery to the final destination (schools)** within the relevant district.
- 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.
- The Department reserves the right to verify the reasonableness of prices quoted.
- Failure to complete the Pricing Schedule in full may render the bid non-responsive.
- Payment shall be made only when Technology Kits are successfully delivered and accepted in accordance with the conditions of contract

CLUSTER	YEAR 1 CATALOGUE PRICE (VAT INCLUSIVE)
CLUSTER A Ngaka Modiri Molema District Dr Ruth Segomotsi Mompati District	R
CLUSTER B Bojanala District Dr Kenneth Kaunda District	R

Approval


 Mr. VGT ka Mpumelelo
 Chairperson: BSC

07 OCTOBER 2026

Date

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND
 DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING
 AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A
 CONTRACTUAL DURATION OF THREE (3) YEAR
 2026/2027 TO 2028/2029

ANNEXURE B

List of all the schools participating in the bid and intended for the supply and delivery of Grade 8-9 Technology Kits.

NO.	EMIS No.	SUPPORT FOR INTERMEDIATE TECHNICAL MATHEMATICS & SCIENCE	DISTRICT	LEO	QUINTILE
1	600101071	Mankuroane Technical	Dr RSM	Greater Taung	1
2	600102190	Tong Technical	Dr RSM	Kagisano Molopo	2
3	600101690	Pule Leeuw Technical	Dr RSM	Naledi	3

NO.	EMIS No.	SUPPORT FOR INTERMEDIATE TECHNICAL MATHEMATICS & SCIENCE	DISTRICT	LEO	QUINTILE
9	600101742	Ramotshere Technical	NMM	Ramotshere	3
10	600100155	Boitseanape Technical	NMM	Mahikeng	4
11	600104266	Onkgopotse Tiro Comprehensive	NMM	Mahikeng	1
12	600101375	More Technical	NMM	Ditsobotla	1
13	600100522	Ikageleng Technical	NMM	Ditsobotla	1

NO.	EMIS No.	SUPPORT FOR INTERMEDIATE TECHNICAL MATHEMATICS & SCIENCE	DISTRICT	LEO	QUINTILE
8	600100241	Cocekani Technical	Dr KK	Matlosana	2
9	600100739	Klerksdorp Technical	Dr KK	Matlosana	4
10	600100500	Potchefstroom Technical	Dr KK	JB Marks	4
11	600100213	Botoka Comprehensive	Dr KK	JB Marks	3

NO.	EMIS No.	SUPPORT FOR INTERMEDIATE TECHNICAL MATHEMATICS & SCIENCE	DISTRICT	LEO	QUINTILE
7	600101228	Mankala Technical	Bojanala	Madibeng	3
8	600101448	Hebron Technical	Bojanala	Madibeng	3
9	600101284	Mogale Technical	Bojanala	Madibeng	2
10	600100501	Rustenburg Hoerskool Tegniese	Bojanala	Rustenburg	4
11	600102246	Tsholofelo Technical	Bojanala	Rustenburg	2
12	600101681	President Mangope Technical	Bojanala	Rustenburg	4
13	600145540	Mogwase Technical	Bojanala	Moses Kotane	1

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

REQUEST FOR THE ESTABLISHMENT OF PANEL OF SERVICE (S) FOR THE SUPPLY, PACKAGING AND DISTRIBUTION AND CATALOGUE MANAGEMENT OF CAPS COMPLIANT GET TECHNOLOGY TEACHING AND LEARNING SUPPORT MATERIAL (LTSM) FOR GRADE 8-9 FOR A PERIOD OF THREE (3) A CONTRACTUAL DURATION OF THREE (3) YEAR
2026/2027 TO 2028/2029

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

origin and which have the potential to harm the local industries in the RSA.

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

, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

- arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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.

Js General Conditions of Contract (revised July 2010)