



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

Ref: EDU 03/26 NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU 03/26NW Request for Supply, Delivery and Installation of Combination Jungle Gyms with Slide and Swing 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 Request for Supply, Delivery and Installation of Combination Jungle Gyms with Slide and Swing 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.**
 - 6.1 The following information should be clearly marked on the same sealed envelope:

"Tender No.	:	EDU 03/26NW
"Closing Date	:	28 October 2026
"Closing Time	:	11H00
7. All enquiries pertaining specification can be directed to Mr. OJ Mekgwe at the following address ojmekgwe@nwed.gov.za. Tel No: 018 397 3002
8. For details for obtaining the bid documents: **Ms Tshiamo Keetile** at the following Telephone number: **(018) 388 4091/4045** 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

29/09/2026

.....
DATE

**SBD1
PART A**

INVITATION TO BID

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

BID NUMBER:	EDU 03/26 NW	CLOSING DATE:	28 October 2026	CLOSING TIME:	11:00
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DESCRIPTION	Request for Supply, Delivery and Installation of Combination Jungle Gyms with Slide and Swing for a Contractual Period of 3 (three) Financial Years (2026/2027, 2027/2028 and 2028/2029) at the Four Provincial Districts.
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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

CONTACT PERSON	Ms T Keetile
TELEPHONE NUMBER	018 388 4091
E-MAIL ADDRESS	tkeetile@nwpg.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr. OJ Mekgwe
TELEPHONE NUMBER	018 397 3002
E-MAIL ADDRESS	ojmekgwe@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]
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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 MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.4 BIDDER 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 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:

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.

2.1 Bidder's declaration

2.2 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**

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid

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.

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

.....
Name of bidder

.....
Position

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 80/20 preference point system.
- b) Either the 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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	Number of points allocated (80/20 system) (To be completed	Number of points claimed (90/10 system) (To be completed	Number of points claimed (80/20 system) (To be completed
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	the organ of state)	by the organ of state)	by the tenderer)	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]

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

Supply, delivery, installation, commissioning, and handover of Combination Jungle Gyms with Slide and Swing units at identified primary schools across District Municipal Areas of the North West Province for a period of three (3) financial years (2026/27, 2027/28, and 2028/29).

TECHNICAL ENQUIRY	Mr. OJ Mekgwe
TELEPHONE	018 397 3002
EMAIL	scm@nwed.gov.za / ojmekgwe@nwed.gov.za
ADDRESS	Mmabatho, 861 Ngaka Modiri Molema Drive, Curriculum Support Services Building
BRIEFING DATE	SESSION N/A
BRIEFING LOCATION	SESSION N/A
BID CLOSING DATE	28 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, deliver and install Combination Jungle Gyms with Slide and Swing to Public schools with Grade R.
- 1.3. The bid will assist the department to enable children to exercise while having fun. The children will also have stimulating environment that will assist them in problem solving. Gross motor skills will also be developed.
- 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 one or more capable and competent service provider(s) for the **supply, delivery, installation, commissioning, and handover of Combination Jungle Gyms with Slide and Swing units** at identified primary schools across the **Bojanala Platinum, Dr Kenneth Kaunda, Dr Ruth Segomotsi Mompati, and Ngaka Modiri Molema District Municipal Areas** of the North West Province for a period **of three (3) financial years (2026/27, 2027/28, and 2028/29).**
- 2.2. The purpose of this bid is to enhance outdoor learning and play opportunities for learners by providing safe, durable, age-appropriate, and high-quality playground equipment that promotes physical development, social interaction, coordination, and recreational activities within the school environment.
- 2.3. The appointed service provider(s) shall be responsible for the complete supply, transportation, delivery, off-loading, installation, testing, commissioning, and handover of the Combination Jungle Gyms with Slide and Swing units in accordance with the specifications, standards, and contractual requirements contained in this bid document.
- 2.4. All equipment supplied and installed under this contract shall comply with applicable South African safety, quality, and playground equipment standards and shall be suitable for use by learners within the intended age group.

2.5. The Department reserves the right to appoint one or more service provider(s) and allocate schools, quantities, districts, or portions of the work based on operational requirements, bidder capacity, and the best interests of the Department.

3. SCOPE OF WORK

3.1. The successful bidder(s) shall be required to supply, deliver, and install Combination Jungle Gyms with Slide and Swing units at the identified schools.

3.2. The Department intends to supply the identified primary schools across the four provincial districts. Each primary school shall receive **one (1) Combination Jungle Gym with Slide and Swing unit**.

3.3. The Combination Jungle Gym with Slide and Swing shall be manufactured in primary colours and comply with the requirements of **SANS 51176 (Playground Equipment Safety Standards)**, or an equivalent internationally recognised playground safety standard.

3.4. Orders shall be placed on a **per-school, per-unit basis**.

3.5. The successful bidder(s) shall replace any defective, damaged, or missing components identified during delivery and installation within **thirty-one (31) calendar days** of notification by the Department.

3.6. The Department shall only process payment upon successful delivery and installation of **100% of the quantities awarded**, supported by signed proof of delivery and acceptance.

3.7. The Department shall **retain 10%** of the contract value as a defect's liability retention. The retention shall be released six (6) months after practical completion, provided that all defects identified during the defect's liability period have been rectified to the satisfaction of the Department.

3.8. Bidders may be required to demonstrate the safety features, operation, maintenance requirements, and suitability of the equipment during evaluation or presentation sessions.

4. TECHNICAL SPECIFICATION

4.1. General Construction Requirements

- 4.1.1. The Combination Jungle Gym with Slide and Swing shall be manufactured from treated gum poles, solid timber components, galvanized steel fittings, and UV-resistant materials suitable for outdoor use.
- 4.1.2. All timber shall be treated against weathering, rot, insect infestation, and fungal attack.
- 4.1.3. All structural timber connections shall be secured using **12 mm galvanized bolts, nuts, washers, and threaded rods**.
- 4.1.4. All exposed bolt ends shall be fitted with protective caps or otherwise rendered safe to prevent injury.
- 4.1.5. The complete structure shall be suitable for children aged **4 to 6 years** and shall comply with applicable playground safety requirements.

4.2. Main Play Platform

The Jungle Gym shall consist of:

4.2.1. Raised Platform

- Quantity: **1**
- Size: **1.5 m x 1.5 m**
- Construction: Treated gum pole structure
- Platform height above ground level: **1.5 m**
- Height from platform floor to roof commencement: **900 mm**
- Total height from ground level to roof commencement: **2.4 m**
- The platform shall be fitted with an overhead shade canopy.

4.2.2. Platform Flooring

The platform floor shall:

- Be constructed from solid timber planks.
- Use rectangular timber planks measuring **38 mm x 114 mm**.
- Be securely fixed to the supporting structure.
- Provide a non-slip walking surface.

4.2.3. Guard Rails

The raised platform shall be fitted with safety guard rails meeting the following requirements:

- Minimum height: **600 mm**
- Installed from platform level to the commencement of the roof structure.
- Maximum spacing between rails: **100 mm**
- Two access openings of **600 mm** each shall be provided for entry and exit.

4.3. Roof Structure and Shade Canopy

4.3.1. Roof Frame

- Quantity: **1**
- Height: **1.0 m to 1.2 m**
- Constructed from treated timber and securely fixed to the platform structure.

4.3.2. Shade Net Canopy

The roof shall be covered with a UV-resistant shade net canopy having the following minimum specifications:

- Width: **1.5 m**
- Length: **1.5 m**
- Double-folded reinforced edges
- Double stitched seams
- Secured using **5 mm UV-resistant ski rope**
- Weather-resistant and suitable for outdoor exposure

4.4. Play Drum Assembly

4.4.1. Drum

- Quantity: **1**
- Capacity: **210 litres**
- Securely suspended adjacent to the platform.

4.4.2. Suspension System

The drum shall:

- Be suspended using **four (4) galvanized chains**
- Chain thickness: **5 mm zinc-plated**
- Be mounted on a **1.5 m support pole**
- Support pole size: **75 mm - 100 mm treated gum pole**
- Be positioned **800 mm** from the platform
- Maintain a ground clearance of **200 mm**

4.5. Steering Wheels

- Quantity: **2**
- Diameter: **240 mm**
- Manufactured from **19 mm solid round steel rod**
- Securely mounted on the same support structure as the drum
- All edges shall be rounded and free from sharp projections

4.6. Access Ladder

The jungle gym shall include:

- Quantity: **1**
- Length: **1.8 m**
- Internal width: **400 mm**
- Number of steps: **6**
- Maximum spacing between steps: **200 mm**
- Securely attached to the platform
- Fitted with safety handrails on both sides

4.7. Cargo Net (Spider Web)

The jungle gym shall include:

- Quantity: **1**
- Size: **1.8 m x 1.2 m**
- Material: **10 mm ski rope**
- Mesh opening size: **150 mm x 150 mm**
- Positioned adjacent to the ladder on the same side of the structure
- Securely tensioned and anchored to the supporting framework

4.8. Tyre Swing Assembly

4.8.1. Tyre Swings

- Quantity: **3**
- Mounted onto the jungle gym frame
- Overall swing span: **2.4 m**

4.8.2. Chains

- Material: Zinc-plated steel chain
- Thickness: **5 mm**
- Quantity: **6 chains**
- Length: **2 m per chain**

4.8.3. Swing Seats

- Quantity: **3**
- Material: Rubber
- Dimensions:
 - Length: **440 mm**
 - Width: **330 mm**
 - Thickness: **10 mm**

4.8.4. Fixings

The swing assembly shall:

- Be secured using **25 mm x 5 mm flat bar brackets**
- Use **M8 x 25 mm galvanized bolts and lock nuts**
- Be designed to prevent accidental loosening during use

4.9. Fibreglass Slide

The jungle gym shall include:

4.9.1. Slide

- Quantity: **1**
- Type: Straight Fibreglass Slide
- Length: **3.0 m**
- Platform height: **1.8 m**
- Width: **550 mm**
- Side wall height: **350 mm**
- Sliding channel width: **240 mm**
- Slide rail diameter: **19 mm**
- Fibreglass wall thickness: **20 mm**

4.9.2. Colour Requirements

The slide shall:

- Be manufactured in colour and not painted.
- Be supplied in either:
 - Red,
 - Blue, or
 - Green.

4.10. Structural Support Requirements

- All primary load-bearing poles shall consist of **100 mm treated gum poles**.
- All structural connections shall utilize **12 mm galvanized bolts, nuts, washers, and threaded rods**.
- The complete structure shall be rigid, stable, and capable of withstanding normal playground use.
- All timber surfaces shall be smooth, free from splinters, cracks, and sharp edges.
- The completed installation shall be clean, safe, and ready for immediate use upon handover.

COMBINATION JUNGLE GYM WITH SLIDE AND SWING



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

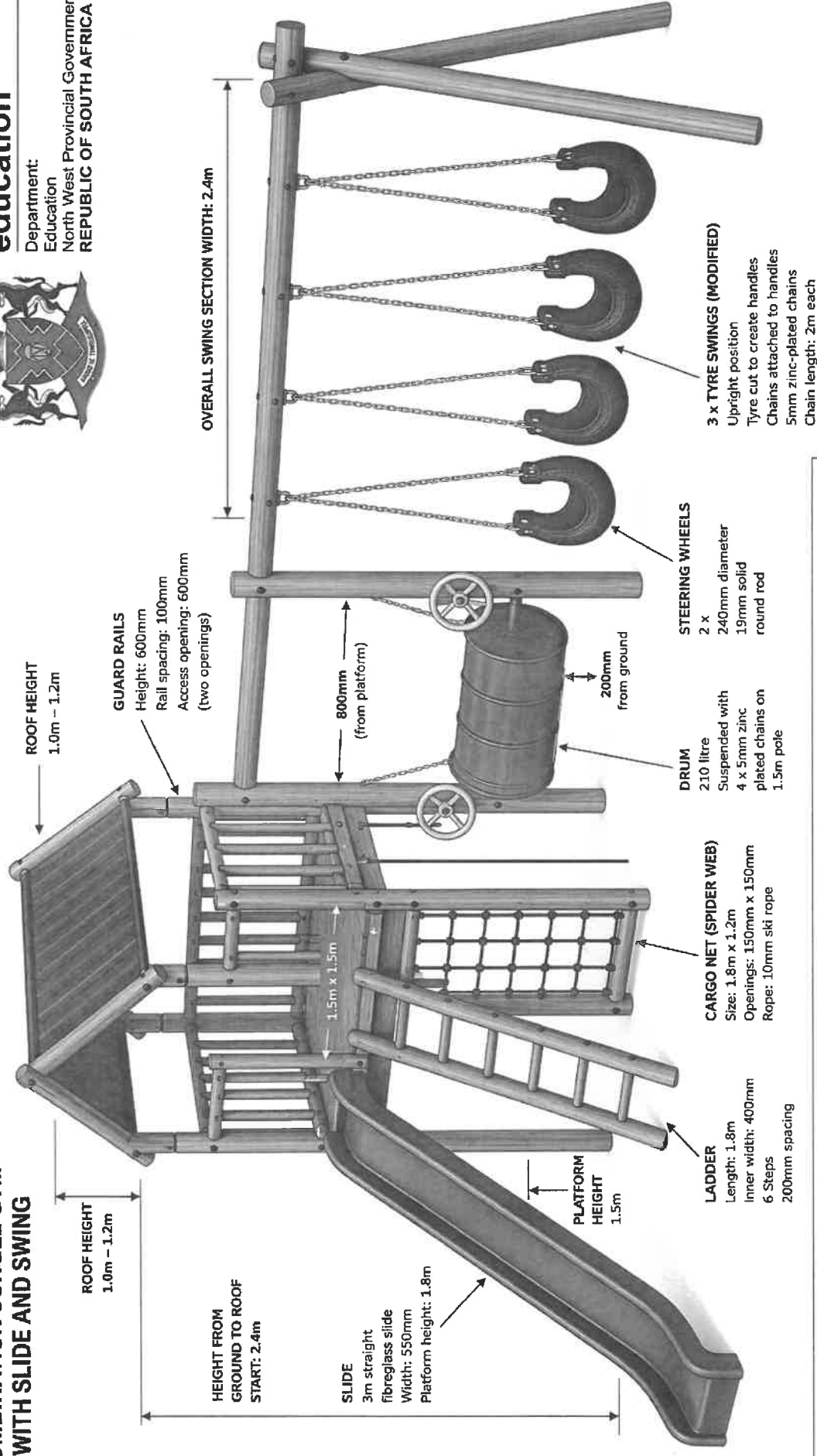


Figure 1: Indicative illustration of the Combination Jungle Gym with Slide and Swing.

This illustration is provided for visual reference purposes only. The written technical specification shall take precedence in the event of any discrepancy.

Supply, delivery, installation, commissioning, and handover of Combination Jungle Gyms with Slide and Swing units at identified primary schools across District Municipal Areas of the North West Province for a period of three (3) financial years (2026/27, 2027/28, and 2028/29).

5. SPECIAL CONDITIONS OF CONTRACT

5.1. Application of Special Conditions of Contract

- 5.1.1. These Special Conditions of Contract shall apply to the appointment of service provider(s) for the supply, delivery, installation, inspection, commissioning, and handover of Combination Jungle Gyms with Slide and Swing units at identified schools within the North West Province.
- 5.1.2. These Special Conditions of Contract shall be read together with the General Conditions of Contract, bid specifications, technical specifications, pricing schedule, delivery requirements, and all other applicable bid documents.
- 5.1.3. The Special Conditions of Contract supplement the General Conditions of Contract. In the event of any conflict between the General Conditions of Contract and these Special Conditions of Contract, the Special Conditions of Contract shall prevail to the extent of such conflict. The National Treasury General Conditions of Contract specifically provide that SCCs may be compiled separately for a specific bid and that, where there is conflict, the SCC shall prevail.

5.2. Scope of Contract

- 5.2.1. The successful bidder shall be responsible for the complete supply, delivery, off-loading, assembly, installation, testing, commissioning, and handover of Combination Jungle Gym with Slide and Swing units at schools identified by the Department.
- 5.2.2. The contract shall include all labour, tools, equipment, transport, materials, supervision, safety measures, installation consumables, documentation, and any other resources required to complete the work.
- 5.2.3. No additional costs shall be payable by the Department for any item, activity, material, or service necessary to complete the supply, delivery, installation, and handover of the equipment, unless such cost was expressly approved in writing by the Department prior to execution.

5.3. Contract Period

- 5.3.1. The contract shall be valid for a period of **three (3) financial years**, namely **2026/27, 2027/28, and 2028/29**, or such period as may be stated in the appointment letter.
- 5.3.2. Orders shall be issued by the Department as and when required during the contract period.
- 5.3.3. The Department does not guarantee that all quantities, schools, or districts indicated in the bid document will be allocated to a single bidder or procured at once.

5.4. Purchase Orders and Instruction to Proceed

- 5.4.1. No work, delivery, installation, or related activity shall commence without an official Purchase Order issued by the Department.
- 5.4.2. Any delivery, installation, expenditure, or related activity undertaken before receipt of an official Purchase Order shall be undertaken at the bidder's own risk and may not be paid by the Department.
- 5.4.3. Each Purchase Order shall indicate the school name, delivery address, quantity, district, and any specific delivery or installation requirements applicable to that order.

5.5. Performance Security

- 5.5.1. The Department reserves the right to require the successful bidder to furnish a **performance guarantee or performance security prior** to commencement of the contract, where deemed necessary by the Department.
- 5.5.2. The value, format, validity period, and conditions applicable to the performance security shall be determined by the Department and communicated to the successful bidder.
- 5.5.3. Failure by the successful bidder to provide the required performance security, where requested, may result in withdrawal of the award or cancellation of the appointment.

5.6. Delivery and Installation Lead Time

- 5.6.1. The successful bidder shall deliver and install the Combination Jungle Gym with Slide and Swing within **thirty (30) working days** from the date of receipt of the official Purchase Order, unless otherwise approved in writing by the Department.
- 5.6.2. Any anticipated delay shall be reported to the Department in writing immediately, stating the reason for the delay, affected school(s), and proposed corrective action.
- 5.6.3. Failure to comply with the approved delivery and installation period may result in penalties, cancellation of the affected order, reallocation of the work, or any other remedy available to the Department.

5.7. Delivery Schedule

- 5.7.1. The successful bidder shall submit a delivery and installation schedule to the Department prior to commencement of deliveries.
- 5.7.2. The delivery schedule shall include, at minimum:
- 5.7.3. a) Name of school;
- b) Physical address of school;
- c) District;
- d) Planned delivery date;
- e) Planned installation date;

- f) Name and contact details of bidder's responsible official;
- g) Name and contact details of the school receiving official, where available; and
- h) Expected date of completion and handover.

5.7.4. The delivery schedule shall be approved or acknowledged by the Department before implementation.

5.7.5. Any deviation from the approved delivery schedule shall be communicated to the Department and affected school in writing without delay.

5.8. Delivery Times and School Access

5.8.1. Deliveries and installations shall take place from **Monday to Friday between 08:00 and 13:00**, excluding public holidays and school holidays, unless prior written arrangements have been made with the Department and the affected school.

5.8.2. The successful bidder shall make prior arrangements with each school before delivery and installation.

5.8.3. The bidder shall not disrupt teaching and learning activities, school operations, learner movement, examinations, or school safety arrangements during delivery and installation.

5.9. Site Conditions and Pre-Installation Assessment

5.9.1. The successful bidder shall assess each installation site prior to installation to confirm suitability, access, ground conditions, space availability, and safety requirements.

5.9.2. Where a site is unsuitable for installation, the bidder shall immediately notify the Department in writing and shall not proceed until further written instruction is issued.

5.9.3. The bidder shall not install equipment on unsafe, unstable, waterlogged, obstructed, or unsuitable ground.

5.9.4. The Department reserves the right to instruct the bidder to relocate the installation area within the school premises where safety, accessibility, or operational considerations require such relocation.

5.10. Foundation and Anchoring Requirements

5.10.1. All vertical structural poles and load-bearing supports shall be properly embedded and secured to ensure structural stability and safety.

5.10.2. All main vertical structural poles shall be embedded in concrete foundations of sufficient depth, width, and strength to support the complete structure.

5.10.3. The minimum embedment depth for main structural poles shall not be less than 600 mm below natural ground level, unless otherwise approved in writing by the Department.

5.10.4. Concrete foundations shall be properly cured before the equipment is released for use.

5.10.5. The completed installation shall be rigid, stable, level, and safe for use by children before handover.

5.11. Safety and Age Appropriateness

5.11.1. The Combination Jungle Gym with Slide and Swing shall be suitable and safe for use by children aged **4 to 6 years**.

5.11.2. The equipment shall be designed and installed to minimise risks of entrapment, sharp edges, unstable structures, unsafe heights, protruding bolts, exposed fasteners, unsafe openings, and other hazards.

5.11.3. The successful bidder shall ensure that all installed equipment is stable, secure, properly anchored, and safe for use before handover to the school.

5.11.4. The equipment shall not be released for use by learners until installation has been completed, inspected, and accepted by the designated school official and/or Departmental official.

5.12. Compliance with Quality and Safety Standards

5.12.1. The Combination Jungle Gym with Slide and Swing shall comply with applicable South African safety and quality standards for playground equipment.

5.12.2. The bidder may be required to provide proof of compliance with **SANS 51176** or an equivalent recognised playground equipment safety standard.

5.12.3. Where impact-attenuating surfacing is required, the bidder may be required to provide proof that the surfacing complies with applicable playground surfacing safety standards, including **SANS 51177**, where applicable prior to commissioning and final acceptance.

5.12.4. The Department reserves the right to request product specifications, technical drawings, test certificates, compliance certificates, manufacturer declarations, or independent safety verification reports.

5.13. No Substitution of Materials, Components or Design

5.13.1. No substitution, alteration, reduction, omission, or modification of any specified component, material, dimension, safety feature, structural element, or design requirement shall be permitted without the prior written approval of the Department.

5.13.2. The successful bidder shall not replace specified materials with inferior, alternative, second-hand, damaged, unsafe, or non-compliant materials.

5.13.3. Any unauthorised substitution shall constitute non-compliance and may result in rejection of the installation, withholding of payment, replacement at the bidder's cost, cancellation of the order, or termination of the contract.

5.14. Materials, Workmanship and Colours

- 5.14.1. All materials used shall be new, durable, weather-resistant, suitable for outdoor use, and appropriate for use by young children.
- 5.14.2. All timber shall be treated against weathering, rot, insect infestation, and fungal attack.
- 5.14.3. The equipment shall be manufactured in primary colours, unless otherwise approved by the Department.
- 5.14.4. Paints, coatings, finishes, fasteners, frames, chains, ropes, slides, swings, platforms, and all other components shall be safe, durable, and suitable for school playground use.
- 5.14.5. Poor workmanship, unstable installation, unsafe finishing, sharp edges, exposed bolts, rusted components, weak joints, defective materials, or unsafe components shall not be accepted by the Department.

5.15. Installation Responsibility

- 5.15.1. The successful bidder shall be fully responsible for the proper installation of the Combination Jungle Gym with Slide and Swing.
- 5.15.2. Installation shall include all assembly, anchoring, levelling, securing, testing, and clean-up required to render the equipment safe and fit for use.
- 5.15.3. The bidder shall remove all packaging, rubble, debris, unused materials, tools, sharp objects, and waste from the school premises after installation.
- 5.15.4. The bidder shall repair any damage caused to school property during delivery or installation at no cost to the Department.

5.16. Occupational Health and Safety

- 5.16.1. The successful bidder shall comply with all applicable occupational health and safety requirements during delivery and installation.
- 5.16.2. The bidder shall ensure that its employees, subcontractors, and representatives conduct all work in a manner that does not endanger learners, educators, school officials, visitors, or property.
- 5.16.3. Installation areas shall be properly controlled, demarcated, and made safe during installation.
- 5.16.4. Tools, machinery, loose materials, sharp objects, and hazardous items shall not be left unattended within reach of learners.

5.17. Public Liability and Risk

- 5.17.1. The successful bidder shall carry all risks associated with delivery, off-loading, assembly, installation, testing, and commissioning until the equipment has been formally accepted by the Department or designated school official.

- 5.17.2. The Department may require the bidder to provide proof of **adequate public liability insurance** before commencement of delivery and installation.
- 5.17.3. The bidder shall be liable for injury, loss, damage, or claims arising from negligence, unsafe work practices, defective installation, defective materials, or failure to comply with contractual requirements.

5.18. Delivery Notes and Handover Documentation

- 5.18.1. Each delivery shall be supported by an original delivery note.
- 5.18.2. The delivery note shall include:
- 5.18.3. a) Name and physical address of the school;
b) District;
c) Purchase Order number;
d) Description and quantity of equipment delivered;
e) Date of delivery;
f) Date of installation, where applicable;
g) Name, surname, designation, and contact number of the receiving official;
h) Signature of the Principal, Deputy Principal, or designated receiving official; and
i) A clear dated school stamp.
- 5.18.4. Photocopies of delivery notes shall not be accepted for payment purposes unless expressly approved by the Department.
- 5.18.5. Delivery notes shall be fully completed, signed, stamped, and attached to the relevant invoice.

5.19. Site Handover and Acceptance Certificate

- 5.19.1. Upon completion of each installation, the successful bidder shall complete a Site Handover and Acceptance Certificate.
- 5.19.2. The Site Handover and Acceptance Certificate shall confirm that:
- 5.19.3. a) The equipment has been delivered;
b) The equipment has been installed;
c) The installation is complete;
d) The structure is stable and safe for use;
e) The site has been cleaned and restored;
f) All required components have been supplied; and
g) The school has received basic safety and maintenance guidance.
- 5.19.4. The Site Handover and Acceptance Certificate shall be signed by the bidder's representative and the Principal, Deputy Principal, or designated receiving official.
- 5.19.5. The Department may require the Site Handover and Acceptance Certificate to be verified by a designated Departmental official before payment is processed.

5.20. Photographic Evidence

- 5.20.1. The successful bidder shall submit dated colour photographs for each completed installation.
- 5.20.2. A minimum of four (4) photographs shall be submitted per school, clearly showing:
- 5.20.3. a) Full front view of the completed jungle gym;
 - b) Side view showing the slide, ladder, and cargo net;
 - c) Side view showing the drum, steering wheels, and tyre swings; and
 - d) General view showing the completed installation within the school premises.
- 5.20.4. Photographs shall form part of the installation completion records and may be required before payment is processed.

5.21. Component Checklist

- 5.21.1. The successful bidder shall provide a detailed component checklist for each Combination Jungle Gym with Slide and Swing delivered and installed.
- 5.21.2. The checklist shall list all major components, fittings, accessories, fasteners, safety-related items, and structural elements forming part of the complete set.
- 5.21.3. The checklist shall be verified and signed by the Principal, Deputy Principal, or designated receiving official.
- 5.21.4. The signed checklist shall be attached to the delivery note, Site Handover and Acceptance Certificate, and invoice for payment purposes.

5.22. Inspection, Testing and Acceptance

- 5.22.1. The Department reserves the right to inspect delivered and installed equipment at any stage.
- 5.22.2. Inspection may include verification of quantity, quality, workmanship, installation, safety, compliance with specifications, completeness of documentation, and adherence to contractual requirements.
- 5.22.3. Acceptance by the school shall not prevent the Department from conducting further inspection or rejecting defective, unsafe, incomplete, or non-compliant equipment.
- 5.22.4. Final acceptance shall be subject to successful delivery, installation, verification, inspection where required, and submission of all required documentation.

5.23. Defects, Damages and Shortages

- 5.23.1. Any damaged, defective, unsafe, missing, incomplete, or non-compliant component identified during delivery, installation, inspection, or handover shall be replaced or rectified by the successful bidder at no cost to the Department.

5.23.2. Defects, damages, shortages, or installation deficiencies reported to the bidder shall be rectified within the period determined by the Department, but not exceeding **thirty-one (31) calendar days** from date of notification.

5.23.3. The Department may require urgent rectification where the defect poses a safety risk to learners or school users.

5.23.4. Failure to rectify defects, damages, shortages, or non-compliance within the required period may result in cancellation of the affected order, appointment of another service provider, recovery of costs, withholding of payment, or termination of the contract.

5.24. **Warranty and Defects Liability**

5.24.1. The successful bidder shall provide a minimum warranty period of **twelve (12) months** on materials, workmanship, structural integrity, and installation from the date of final acceptance.

5.24.2. During the warranty period, the bidder shall repair or replace defective materials, failed components, unsafe fittings, unstable structures, or installation defects at no cost to the Department.

5.24.3. The warranty shall not be voided by normal use of the equipment by children within the intended age group.

5.24.4. The bidder shall provide written warranty details to the Department upon delivery and installation.

5.25. **Maintenance Guidance and User Demonstration**

5.25.1. The successful bidder **shall provide basic written maintenance and safety guidance** to each receiving school.

5.25.2. The bidder may be required to demonstrate the safe use, maintenance requirements, safety features, and inspection points of the Combination Jungle Gym with Slide and Swing during presentation, delivery, or handover.

5.25.3. The bidder shall advise the school and Department of any routine maintenance required to keep the equipment safe and fit for use.

5.26. **Payment Conditions**

5.26.1. Payment shall only be processed for equipment that has been ordered, delivered, installed, inspected where required, accepted, and supported by complete documentation.

5.26.2. No payment shall be processed without:

- a) Valid tax invoice;
- b) Official Purchase Order;
- c) Original signed and stamped delivery note;

- d) Signed component checklist;
- e) Signed Site Handover and Acceptance Certificate;
- f) Required photographic evidence; and
- g) Any other documentation required by the Department.

5.26.3. The Department shall not be liable for payment where delivery or installation was undertaken without an official Purchase Order.

5.26.4. The Department may withhold payment for defective, incomplete, unsafe, undocumented, or non-compliant deliveries.

5.26.5. Payment shall be made only for verified completed installations per school, unless otherwise approved in writing by the Department.

5.27. Partial Payment

5.27.1. The Department may, at its sole discretion, consider payment for verified completed installations per school.

5.27.2. Partial payment shall not constitute acceptance of incomplete, defective, unsafe, or non-compliant work.

5.27.3. The Department shall not be obliged to process payment for any school where delivery, installation, documentation, handover, or inspection requirements have not been fully met.

5.28. Pricing

5.28.1. The bid price shall be inclusive of supply, delivery, off-loading, assembly, installation, testing, commissioning, handover, transport, labour, materials, documentation, and all other costs necessary to complete the contract.

5.28.2. No additional charges shall be accepted for delivery to schools unless expressly provided for in the approved pricing schedule.

5.28.3. The Department shall not be liable for hidden costs, escalation not provided for in the contract, or costs not included in the bidder's submitted price.

5.29. Contract Price Adjustment

5.29.1. The bidder shall submit a firm fixed unit price for the first financial year of the contract (2026/27).

5.29.2. The contract price applicable during the first financial year shall remain fixed and shall not be subject to escalation, adjustment, or variation for any reason, except where expressly approved by the Department in writing.

5.29.3. For the second and third financial years of the contract, the Department may consider an annual contract price adjustment based on the latest available Consumer Price Index (CPI) published by Statistics South Africa.

- 5.29.4. Any adjustment to contract prices shall be limited to the annual CPI percentage applicable at the time of review and shall not exceed the published CPI unless approved by the Department under exceptional circumstances.
- 5.29.5. Contract price adjustments shall not be automatic and shall remain subject to:
- a) Budget availability;
 - b) Satisfactory contractor performance;
 - c) Continued operational requirement for the goods and services;
 - d) Approval by the Department; and
 - e) Compliance with all applicable procurement and financial management prescripts.
- 5.29.6. The Department reserves the right to negotiate any proposed price adjustment and may reject any request that is not adequately supported by verifiable evidence.
- 5.29.7. No price adjustment shall be considered where poor performance, contractual breaches, unresolved defects, non-compliance, or outstanding obligations exist.
- 5.29.8. Any approved escalation shall only take effect after written approval by the Department and shall not be applied retrospectively unless otherwise authorised in writing.

5.30. Subcontracting

- 5.30.1. The successful bidder shall not subcontract any portion of the contract without prior written approval from the Department.
- 5.30.2. Approval to subcontract shall not relieve the successful bidder of its contractual obligations.
- 5.30.3. The successful bidder shall remain fully responsible for the acts, omissions, performance, quality, safety, and compliance of any approved subcontractor.

5.31. Performance Monitoring

- 5.31.1. The Department shall monitor the performance of the successful bidder throughout the contract period.
- 5.31.2. Performance monitoring may include site inspections, delivery verification, quality checks, documentation review, progress meetings, and feedback from schools.
- 5.31.3. Poor performance, repeated delays, defective work, safety concerns, or failure to comply with instructions may result in corrective action, reallocation of work, penalties, termination, or reporting to relevant authorities.

5.32. Penalties for Late or Non-Performance

- 5.32.1. Failure to deliver and install within the prescribed lead time may result in penalties in accordance with the General Conditions of Contract and applicable procurement prescripts.

5.32.2. The Department reserves the right to cancel an order where the bidder fails to deliver and install within the required period.

5.32.3. Where the Department incurs additional costs due to the bidder's non-performance, such costs may be recovered from the bidder.

5.33. Step-In Rights and Replacement Service Provider

5.33.1. Where the successful bidder fails to perform, fails to deliver within prescribed timeframes, abandons the contract, becomes insolvent, repeatedly breaches contractual obligations, or fails to rectify defects, the Department reserves the right to procure the outstanding goods and services from another appointed bidder or alternative service provider.

5.33.2. Any additional costs incurred by the Department as a result of appointing another service provider may be recovered from the defaulting bidder.

5.33.3. The exercise of step-in rights shall not prevent the Department from pursuing any other remedy available in law or in terms of the contract.

5.34. Cancellation and Reallocation of Orders

5.34.1. The Department reserves the right to cancel any order where the bidder fails to comply with delivery, installation, quality, safety, documentation, or performance requirements.

5.34.2. Cancelled orders may be reallocated to another appointed bidder.

5.34.3. Reallocation shall not prevent the Department from taking further action against the defaulting bidder.

5.35. Termination of Contract

5.35.1. The Department reserves the right to terminate the contract where the successful bidder:

- a) Fails to perform in accordance with the contract;
- b) Repeatedly fails to meet delivery or installation deadlines;
- c) Supplies defective, unsafe, or non-compliant equipment;
- d) Fails to rectify defects or damages;
- e) Provides false, misleading, or fraudulent information;
- f) Engages in collusion, bid rigging, fronting, or prohibited practices;
- g) Abandons the contract;
- h) Becomes insolvent or unable to perform;
- i) Substitutes materials or components without approval; or
- j) Breaches any material term of the contract.

5.35.2. Termination shall not affect the Department's right to recover damages, losses, penalties, or additional costs arising from the bidder's breach.

5.36. Post-Award Verification

Supply, delivery, installation, commissioning, and handover of Combination Jungle Gyms with Slide and Swing units at identified primary schools across District Municipal Areas of the North West Province for a period of three (3) financial years (2026/27, 2027/28, and 2028/29).

- 5.36.1. Appointment shall be subject to post-award verification of all information and documents submitted by the bidder **before the signing of contract**.
- 5.36.2. The Department may verify experience, references, capacity, previous contracts, safety compliance, quality certificates, tax compliance, CSD registration, ownership information, and any other relevant documentation.
- 5.36.3. If any submitted information is found to be false, misleading, inaccurate, or unverifiable, the Department may cancel the award or terminate the contract.

5.37. Records and Reporting

- 5.37.1. The successful bidder shall keep accurate records of all deliveries, installations, defects, replacements, warranties, photographs, handover certificates, and communications relating to the contract.
- 5.37.2. The bidder shall submit progress reports to the Department when requested.
- 5.37.3. The Department may request updated delivery schedules, completion reports, defect reports, photographic records, and supporting documentation at any stage of the contract.

5.38. Communication and Contract Management

- 5.38.1. All official communication relating to orders, delivery schedules, deviations, defects, payment queries, and performance matters shall be directed to the Department's designated official.
- 5.38.2. The successful bidder shall appoint a dedicated contract manager or responsible official to manage communication with the Department.
- 5.38.3. The bidder shall respond to written queries from the Department within the timeframe stipulated by the Department.

5.39. Damage to School Property

- 5.39.1. The successful bidder shall be liable for any damage caused to school property during delivery, off-loading, installation, or related activities.
- 5.39.2. Any damage caused by the bidder, its employees, agents, or subcontractors shall be repaired at the bidder's own cost and to the satisfaction of the Department and school.

5.40. Clean-Up and Site Restoration

- 5.40.1. Upon completion of installation, the successful bidder shall ensure that the site is clean, safe, and free from debris, packaging, sharp objects, tools, rubble, and waste materials.
- 5.40.2. The bidder shall restore disturbed areas to a safe and acceptable condition.
- 5.40.3. The Department may refuse acceptance where the installation site is left unsafe or untidy.

5.41. Non-Exclusivity

- 5.41.1. Appointment under this contract shall not grant the successful bidder exclusive rights to supply, deliver, or install playground equipment to the Department.
- 5.41.2. The Department reserves the right to procure similar goods or services through other lawful procurement processes where operational requirements justify such action.

5.42. Force Majeure

- 5.42.1. A party shall not be held liable for failure to perform where such failure is caused by circumstances beyond its reasonable control, including natural disasters, civil unrest, extreme weather, or other events recognised as force majeure.
- 5.42.2. The affected party shall notify the other party in writing as soon as reasonably possible.
- 5.42.3. Force majeure shall not excuse poor planning, lack of stock, transport failure, labour shortages, financial difficulty, or avoidable supplier delays.

5.43. Dispute Resolution

- 5.43.1. Any dispute arising from the contract shall first be dealt with through written engagement between the bidder and the Department's designated contract management officials.
- 5.43.2. Where the dispute cannot be resolved at operational level, it shall be escalated in accordance with the Department's internal procedures and the applicable General Conditions of Contract.
- 5.43.3. The bidder shall continue to perform its contractual obligations while a dispute is being resolved, unless otherwise instructed in writing by the Department.

5.44. Governing Law

- 5.44.1. The contract shall be governed by the laws of the Republic of South Africa.
- 5.44.2. The bidder shall comply with all applicable legislation, regulations, standards, procurement prescripts, and Departmental requirements relevant to the execution of the contract.

5.45. Survival of Obligations

- 5.45.1. The bidder's obligations relating to warranty, defects liability, safety, documentation, liability, replacement of defective equipment, and correction of non-compliant work shall survive expiry or termination of the contract.
- 5.45.2. Expiry or termination of the contract shall not relieve the bidder from obligations arising before the date of expiry or termination.

6. AWARD CONDITIONS

- 6.1.1. The bid shall be awarded to the bidder that scores the highest total number of points in accordance with the applicable evaluation criteria and the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and its applicable regulations. Notwithstanding the foregoing, the Department reserves the right not to award the bid to the highest-scoring bidder where such bidder fails to comply with the bid requirements, legislative requirements, contractual obligations, or any other prescribed conditions of the bid.
- 6.1.2. The Department will not tolerate any form of bid rigging, collusive bidding, fronting, corruption, fraud, or anti-competitive conduct. Such practices constitute prohibited and restrictive practices in terms of applicable legislation and may result in disqualification, non-award, withdrawal of an award, contract termination, or any other action deemed appropriate by the Department.
- 6.1.3. Prohibited practices include, but are not limited to, the submission of separate bids by entities that have common directors, shareholders, members, partners, controlling interests, or any other relationship that may create the appearance or effect of collusive bidding.
- 6.1.4. The submission of bids by companies forming part of the same holding company, corporate group, subsidiary structure, joint venture arrangement, or related business entity may be investigated where there is reason to believe that such submissions constitute collusion, bid rigging, or any other anti-competitive practice.
- 6.1.5. The Department reserves the right to investigate any suspected instances of bid rigging, collusion, fronting, corruption, fraud, misrepresentation, or any other prohibited practice and may refer such matters to the relevant regulatory, law enforcement, or oversight authorities for further action.
- 6.1.6. The appointment of a successful bidder shall be subject to post-award verification of all information and supporting documentation submitted with the bid, including but not limited to experience, references, qualifications, certifications, capacity, resources, and previous contract performance.
- 6.1.7. Where any information, declaration, certificate, or supporting document submitted by a bidder is found to be false, misleading, inaccurate, fraudulent, or incapable of verification, the Department reserves the right to reject the bid, withdraw an award, terminate the contract, recover any resultant losses, and take any further action permitted by law.
- 6.1.8. The Department reserves the right not to make an award, to make a partial award, or to appoint one or more service providers where such action is considered to be in the best interests of the Department and consistent with operational requirements.

- 6.1.9. The successful bidder(s) shall be required to enter into a formal contract with the Department and shall comply with all conditions, specifications, requirements, and Special Conditions of Contract contained in the bid document.
- 6.1.10. An award shall only become effective upon written notification by the Department and the fulfilment of all applicable award conditions, verification requirements, and contractual formalities.

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, - **Compulsory** and SBD 6.1 (SBD 6.1 is required for claiming)
- 7.1.4. Joint Venture Agreement where applicable – **Compulsory, but only where Joint Venture is entered into**
- 7.1.5. Signed memorandum of agreement by all parties in case of Joint Venture
- 7.1.6. Full CSD Report (Not Summary) – **Compulsory**
- 7.1.7. 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
- 7.1.8. Mandatory Compliance Requirement: **SANS 51176**

7.1.9. The bidder shall submit, together with the bid document, a valid certificate of compliance, test report, or independent verification confirming that the proposed playground/jungle gym equipment complies with the requirements of SANS 51176 (Playground Equipment and Surfacing) or an equivalent internationally recognized playground safety standard. Failure to submit such proof of compliance at the time of bid closure may render the bid non-responsive and ineligible for further evaluation.

7.1.9.1 Acceptable proof of compliance shall include one or more of the following:

1. Manufacturer's Certificate of Compliance.
2. Independent laboratory test reports.
3. Third-party certification issued by an accredited conformity assessment body.
4. Product compliance certificates issued by a SANAS-accredited testing or certification body, where applicable.
5. Declaration of conformity supported by technical documentation demonstrating compliance with SANS 51176.

7.1.9.2 The Department reserves the right to verify the authenticity of any certificate submitted and to request additional supporting documentation. Any false, misleading, expired, or unverifiable certification shall result in disqualification of the bid.

7.1.9.3 Evaluation Requirement

Bidders must attach the relevant SANS 51176 compliance certificate for each jungle gym or playground system offered. Only equipment for which acceptable proof of compliance has been submitted will be considered during the technical evaluation process.

Returnable Document

 Certified copy of SANS 51176 Compliance Certificate or equivalent independent playground safety certification.

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 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 SABS approved Playground Equipment and Surfacing. 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 SANS 51176 Project	1	35
	2 SANS 51176 Project	2	
	3 SANS 51176 Project	3	
	4 SANS 51176 Project	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	A company with adequate Working Capital will have enough cash available to pay its bills. The bidders will be scored in verified available capital.		

CRITERIA	SUB-CRITERIA	SCORE	WEIGHT
Trade Credit Facility	Proven access to working capital and funding facilities of R300 000.00 or more	5	40
Financial Guarantee			
Combination thereof	R200 000.00	4	
	R150 000.00	3	
	R100 000.00	2	40
issued within 90 days of bid closing.	Less than R100 000 or no verifiable similar experience	0	
TOTAL SCORE (%)			100

7.3. STAGE 3: SAMPLE PRESENTATION

- 7.3.1. Prospective bidders that have been shortlisted in stage 3 will be required to submit sample as shall be directed.
- 7.3.2. 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.
- 7.3.3. Samples will be evaluated on various aspects relating to quality, durability, safety and general adherence to minimum stipulated specifications.
- 7.3.4. The Bidder shall bear all costs associated with the preparation and submission of its bid including the submission of samples.
- 7.3.5. 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.
- 7.3.6. After the evaluation process of samples has been successfully concluded, bidders will be notified to retrieve all samples submitted.
- 7.3.7. Failure to collect samples may result in samples being disposed of according to departmental assets management policy.
- 7.3.8. 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.

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 Goals	20

The maximum points for this bid are allocated as follows:

7.4.2.1. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R20 000 and up to R50 million inclusive of all applicable taxes.

- (a) May only score point out of 80 for price; and
- (b) Scores 0 points out of 20

7.5. STAGE 5

Consolidated Evaluation Report to Bid Adjudication Committee

7.5.1. The bidder obtaining the highest number of total points (specific goals points 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 preference points for specific goals.

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 specific goals 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, HOWEVER REASONS MAY ONLY BE APPROVED BY ACCOUNTING OFFICER (NWDoe) AND REPORTED TO TREASURY IN SUCH AN EVENT.

ANNEXURE A: PRICING SCHEDULE

BID DESCRIPTION: Supply, Delivery and Installation of Combination Jungle Gyms with Slide and Swing Units to Identified Primary Schools in the North West Province

BIDDER NAME: _____

BID NUMBER: _____

INSTRUCTIONS TO BIDDERS

1. Bidders may quote different unit prices for each district of their choice. The quoted prices shall be all-inclusive and must cover the complete Supply, Delivery, Installation, Commissioning, and Handover of a Combination Jungle Gym with Slide and Swing in accordance with the Technical Specifications and Special Conditions of Contract (SCC).
2. Bidders are required to provide a firm Year 1 Unit Price (Inclusive of VAT) for each district of their choice. The quoted prices shall include all costs associated with transportation, off-loading, materials, labour, equipment, foundations, installation, testing, commissioning, handover, warranty obligations, and all other incidental costs necessary for the successful execution of the contract.
3. The Year 1 Unit Prices shall remain fixed for the 2026/27 financial year. Any approved price adjustments for the 2027/28 and 2028/29 financial years shall be applied in accordance with the Contract Price Adjustment provisions contained in the Special Conditions of Contract and shall be subject to CPI-based escalation, budget availability, satisfactory performance, and written approval by the Department.
4. Prices shall be quoted in South African Rand (ZAR) inclusive of VAT (where applicable).
5. The Department does not guarantee quantities and reserves the right to increase or decrease quantities subject to budget availability and operational requirements.
6. Quantities indicated are for evaluation purposes only and do not constitute a commitment by the Department.

SCHEDULE OF PRICES

Item	District	Unit	Year 1 Firm Unit Price (Inclusive of VAT)
1	Bojanala Platinum District	Per Unit	R _____
2	Dr Kenneth Kaunda District	Per Unit	R _____
3	Dr Ruth Segomotsi Mompati District	Per Unit	R _____
4	Ngaka Modiri Molema District	Per Unit	R _____

Bidder Declaration

I/We certify that the prices quoted above are firm for the first financial year and include all costs required to supply, deliver, install, commission, and hand over the Combination Jungle Gym with Slide and Swing in the respective district.

AUTHORISED SIGNATORY

Company Name: _____

Name of Authorised Representative: _____

Designation: _____

Signature: _____

Date: _____

ANNEXURE B

List of all the schools participating in the bid and intended for the supply and delivery of a Combination Jungle Gym with Slide and Swing.

Approval


MR. VGTR MPUMELELO
Chairperson: BSC

29 SEPTEMBER 2026

Date

__end__



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.*

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*
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10. *Delivery and documents*
11. *Insurance*
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27. *Settlement of disputes*
28. *Limitation of liability*
29. *Governing language*
30. *Applicable law*
31. *Notices*
32. *Taxes and duties*
33. *National Industrial Participation Programme (NIPP)*
34. *Prohibition of restrictive practices*

General Conditions of Contract

1. Definitions

1. *The following terms shall be interpreted as indicated:*

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

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

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

, 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

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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 *If the supplier, having been notified, fails to remedy the defect(s)*

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28. Limitation of liability

(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)