

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B06/2022/23	CLOSING DATE:	19 JULY 2022	CLOSING TIME:	11H00 am
DESCRIPTION	SUPPLY AND DELIVERY OF MOBILE CLASSROOMS, KITCHENS, OFFICES AND HOSTELS: LIMPOPO DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MOELA SIMON		CONTACT PERSON	MR MARTIN SENYATSI	
TELEPHONE NUMBER	015 290 7988/ 071 480 4878		TELEPHONE NUMBER	015 290 7715/ 071 383 3989	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MoelaSK@edu.limpopo.gov.za		E-MAIL ADDRESS	SenyatsiMT@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: LDE/B06/2022/23
Closing Time 11:00	Closing date: 19 JULY 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: Limpopo Department of Education

- At: Departmental Institutions

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐
OR		

Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

**7. Performance
security**

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

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| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for insolvency | <p>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.</p> |
| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and(b) the purchaser shall pay the supplier any monies due the supplier. |
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and |

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

TERMS OF REFERENCE

MANUFACTURING, SUPPLY AND INSTALLATION OF MOVABLE CLASSROOMS, ADMINISTRATION BLOCK AND ABLUTION FACILITIES COMPLETE INCLUDING SITEWORKS, CONNECTION OF ELECTRICITY, SEWER, WATER SUPPLY AND RE-ESTABLISHMENT TO THE LIMPOPO DEPARTMENT OF EDUCATION'S IDENTIFIED SCHOOLS FOR A PERIOD OF THREE (3) YEARS

SECTION A – GENERAL SPECIFICATION INFORMATION

1. AIM

The Limpopo Department of Education requires the services of movable Classrooms, Administration block and Ablution facilities. Manufacturers/Suppliers must be able to provide a turnkey solution to addressing its needs for emergency classroom accommodation in the Province. The supplier will be a Term Contractor for a period of three (3) years and should be on call to provide the required service within twenty one (21) working days.

2. BACKGROUND

The Department wishes to invite the prospective bidders to bid the services outlined hereunder.

3. SCOPE AND SERVICE REQUIREMENT

3.1 The service for this bid comprises of the manufacture, supply, delivery and installation the following:

3.1.1. Movable classrooms,

3.1.2. Administration block,

3.1.3 Ablution facilities, complete including site works, connection of electricity, sewer, and water supply.

3.1.4 Refurbishment of mobiles classrooms,

3.1.5 Relocation of classrooms,

3.2 The prospective service provider shall be available to move the classrooms, admin block, and ablution facilities from one location to the other if required.

3.3 The prospective service provider is expected to connect the movable classrooms, admin block, and ablution facilities to the existing electricity, sewer and water supply.

4. DETAILED SPECIFICATIONS

The prospective service provider shall be on call and capable of providing movable classrooms, admin block and ablution facilities within twenty-one (21) working days as detailed in the following specification which includes sketches as attached as **Annexure A: Classroom; B: Admin Block; C: Full module female toilets; D: Full module male toilets; E: Standard module female toilets and F: standard module male toilets.**

4.1. CLASSROOM

4.1.1. Size

Classroom size: 7m width x 8m length plus 1.5 meter external walkway.

4.1.2. Doors

One (1) standard steel door

4.1.3 Windows

Nine (9) windows (900x1200) mm aluminium frame windows and glazed with clear glass.

4.1.4 Writing boards and pin boards

Two (2) writing boards (2400X1140) mm

Two (2) pin boards (2440x1220) mm

4.1.5 Electrical fittings

Four (4) electric double plugs (1 per side wall),

Four (4) double fluorescent light fittings (1,2m) complete with one switch and

One (1) air-conditioning unit complete with a wall mounted control switch

4.2. ABLUTION FACILITIES

4.2.1 Sizes

4.2.1.1. A: Female Standard module toilet: 3904mm x 3323mm

Toilet for disabled with hand washing basin	: 1.8m x 1.6m
Normal toilet	: 1.9m x 970mm
Vinyl	: 12.39m ²

4.2.1.2. B: Male Standard module toilet: 3904mm x 3323mm

Normal toilet	: 1.9m x 970mm
Urinals area	: 1.6m x 2811mm
Vinyl	: 12.39m ²

4.2.1.3 C: Female Full Module toilet: 9970mm x 3323mm

Toilets for disabled with hand washing basin	: 1.8m x 1.6m
Normal toilet	: 1.9m x 970mm
Vinyl	: 28.77m ²

4.2.1.4. D: Male Full Module toilet: 9970mm x 3323mm

Urinals	: 1.8m x 1.6m
Normal toilet	: 1.9m x 970mm
Urinals area	: 1.6m x 2811mm
Vinyl	: 28.77m ²

4.2.1.5. Additional toilets to the Standard Module

2 units: 1.9m x 970mm toilets additional to the Standard Module

Ablution facility details

Item No.	Description	Size	A: Female standard module toilet	B: Male standard module toilet	C: Female full module toilet	D: Male full module toilet	Toilets for Disabled
4.2.2	Windows	600 x 600mm	03	03	08	09	01
4.2.3	Hand wash basin		04	03	03	03	01 with grab rails
4.2.4	Toilet roll holder		03	01	08	07	01
4.2.5	Toilet seats		03	01	08	07	01
4.2.6	Doors	Standard timber door	01	01	01	01	
		(2.1m x 1m) Timber door	01		01		01
		Internal panel toilet doors	02	01	08	07	
4.2.7	Lights	1.2m double florescent lights connected to one switch	03	03	05	06	01
4.2.8	Urinals			03		03	
4.2.9	Standard DB – Board recessed electrics	earth leakage: 220v	01	01	01	01	

4.2.10. Electricity

Standard electricity distribution board

4.2.11. Sewer

Sewer pipe size: 110mm PVC

Hand basin waste pipe: 50mm PVC

4.3 ADMIN BLOCK DETAILS

Staffroom	:	4000 x 7000
Reception/ Waiting area	:	3500 x 4000
Office 1 and	:	3500 x 4000
Office 2	:	3000 x 3459
Female and	:	1500 x 2218
Male toilets	:	1500 x 2218
Kitchen	:	1918 x 2218
Passage	:	1200 x 4918
Walkway	:	1500 x 12164

Admin block details

Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passage
4.3.1							
4.3.2	Light switch	01	01 double	01 each	01 double each	01	01
4.3.3	Florescent lights	02	01	01 each	01 each	01	
4.3.4	Air Conditioner	01	01	01 each			
4.3.5	Wall mounted	01	01	01			

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	Air Conditioner control			each			
4.3.6	Double wall plugs-SGL.16 amp	06	01	02 each		01	
4.3.7	Standard timber door	01	01 double	01 each	01 each	01	
4.3.8	Windows (900x600mm)	04	02	02 each	01 each (600x600mm)	01 (1200x900mm)	
4.3.9	Electricity Distribution Board		01				
4.3.10	Waste chamber (toilet seat)				01 each		
4.3.12	Hand wash basin				01 each		
4.3.13	Worktop + sink + cupboard					01	

4.4. Panels

4.4.1. Panels shall be made of prefabricated panels that shall be easy to dismantle, transported and reassemble at a new site within seven (7) working days.

4.5. Exterior and interior wall paint

4.6.1. Chromadek finish (0.5mm) on both internal and external (white or similar approved)

4.6.2. Insulation: 40mm high density foam (polyurethane).

4.6. Roofs

4.8.1. Full hard galvanized IBR sheets (0.5mm) or suitable reflective chromadek roofing.

4.7. Ceilings

4.9.1. White or similar approved chromadek ceiling with 50 mm polyurthereane insulation.

4.8. Floor Covering

4.10.1. Vinyl tiles (industrial quality) (gray or similar approved).

4.9. Civil works (Site Preparation)

4.11.1. The required site leveling / preparation shall be allowed for per classroom, admin block and ablution facilities installed if required.

4.10. Installation on Site (Assembly and Electrical connection)

4.13.1. The cost of the installation of the classrooms, admin block and ablution facilities to be included in the pricing.

4.11. Warranty

4.14.1. The prospective service provider shall provide a description of warranty of workmanship and materials against defect under normal service.

4.12 Re-establishment

4.12.1 The cost to dismantle an existing unit and load for transportation.

4.12.2 The transportation cost will be calculated from the based town (Polokwane) to destination on site

4.12.3 The cost to reinstall a unit on a new site

SECTION B - BIDDING PROCESS IN TERMS OF PPPFA

5. BIDDING REQUIREMENTS

5.1 Evaluation process

5.1.1 Preference Points

- a. The contract shall be awarded in terms of the Preferential Procurement Framework Act, 2000 (Act 5 of 2000) and Regulations of 2017. Responsive bids shall be adjudicated by the LDoE on the 90/10 preference point system in terms of which points are awarded to bidder(s) on the basis of:

- b. **Points allocation for functionality:**

Functionality	100
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- c. **Points for price and B-BBEE Status level of Contributor:**

Price	90
B-BBEE Status level of Contributor	10

5.2 Evaluation Methodology

5.2.1 General

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) on a basis of functionality (100), price (90) and B-BBEE status level of contributor (10).

5.2.2 MANDATORY REQUIREMENTS

Bidders are required to comply with the following minimum requirements and any bidder who fails to comply with these requirements will be disqualified:

Completion of Bid documents

The following are minimum requirements for completion of the bid document:-

5.2.2.1 Bidders shall ensure that there are no missing or duplicated pages, since the Department shall not accept liability to claims by bidders that pages are missing or duplicated.

5.2.2.2 Bidders are required to complete the entire bid document in terms of the requirements contained herein

5.2.2.3 The entire bid document must be completed in black ink and signed by an authorised signatory

5.2.2.4 Electronic bid documents will not be accepted.

5.2.2.5 Bidders must be registered on Central Supplier Database (CSD) as service providers prior to submitting their bids.

5.2.2.6 The registration documents of vehicles should be registered in the name of the bidding company and/or owner. Outsourced transport / Lease transport, attach signed lease agreement.

5.2.3 Phase 1- Functionality

The BEC members shall individually evaluate the responses received and presentations made against the following criteria:

Functionality Evaluation Criteria	
(a)	Only tender offers that comply with the mandatory requirements listed above will qualify to be evaluated further on Functionality.
(b)	A tenderer that fails to meet the above-mentioned requirements will not be considered further for evaluation on Functionality.
(c)	The tenderer that fails to score 70 Points in respect of functionality will be deemed non-responsive and will not be considered for inclusion in the Panel of Contractors.
(d)	Only tenderer/s that score minimum of 70 points will be included in the Database of Contractors.
(e)	LDoE reserves the right to verify any information submitted to corroborate functionality points during evaluation stage.
(f)	The functionality Evaluation Criteria is as follows:-

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No	Criteria	Evidence	Sub-Criteria	Points	
1)	Track record of supply and delivery of new mobile classrooms.	Attachment of the following:- (a) An Appointment letter/ Purchase Order	Number of Project/s executed		25
			On hundred and twenty one (121) and /more mobile supplied and delivered	25	
			Seventy six (76) to Hundred and twenty (120) mobile supplied and delivered	20	
			Fifty one (51) to seventy five (75) mobile supplied and delivered	15	
			Twenty six (26) to fifty (50) mobile supplied and delivered	10	
			One (1) to twenty five (25) mobile supplied and delivered	5	
			No track record/project/s executed	0	
			Value of Project/s executed as indicated above		25
			Equal or above R 4 500 000.00	25	
			Equal/above R4 000 000.00 but below R4 500 000.00	20	
			Equal/above R3 500 000.00 but below R 4 000 000.00	15	
			Equal/above R2 000 000.00 but below R3 500 000.00	10	
			Equal/above R1 500 000.00 but below R2 000 000.00	5	
			Below R1500 000.00/No track record/project(s) executed	0	
2)	Locality within Limpopo Province NB: The physical address given in the SBD 1 will be used and it should be consistent or the same as the preferred address in the Central Supplier Database Report.	Attachment of any copy of the following documents: (a) A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than three (3) months; or (b) A Formal Lease Agreement together with Lessor's Municipal Account or Letter from a Traditional Authority (not older than three (3) months)	Within the Limpopo Province	15	15
			Outside Limpopo Province	0	
3)	Manufacturing plant To be verified during inspection in loco.	(b) Existence of the manufacturing plant Production capacity	Existence of the manufacturing plant Provide the Physical address.	35	35
			Non-existence of manufacturing plant	0	
TOTAL POINTS					100

The points scored for functionality shall be calculated as follows: Each BEC member shall award values for each individual criterion on the score sheet. The value scored for each criterion should be multiplied with specified weighting for the relevant criterion to obtain the marks scored for the various criteria. The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and minimum threshold of 60 points.

All bidders who scored the minimum threshold of 60 points or above shall advance to Phase II of the bidding process. Bids/proposals that do not score specified minimum points for functionality shall be disqualified and not be considered.

5.2.4 Phase II- Evaluation in terms of the 90/10 preference point systems

- a. Only the qualifying bids shall be evaluated further in terms of the 90/10 preference points system where 90 points will be used for the price only and 10 points B-BBEE Level of Contributor
- b. The lowest acceptable bid/proposal shall obtain the maximum percentage allocated for price.
- c. The other bids/proposals with higher prices shall proportionately obtain lower percentages.
- d. A maximum of ten (10) points shall be awarded to a bidder(s) in respect of B-BBEE contribution contemplated in sub-regulation (2) shall be added to the points scored for price as calculated in accordance with sub-regulation (1)
- e. Subject to regulation seven (7), the contract shall be awarded to the tenderer/s that scores the highest total number of points.
- f. A contract may be awarded to a tenderer/s that did not score the highest total number of points, only in accordance with the section 2 (1) (f) of the Act.
- g. Failure on the part of a bidder/s to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit reflecting the annual turnover of the bidder shall be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

5.2.5 Phase III- Recommendations

Bidder(s) with the highest points shall then be considered for recommendation based on the following overall objectives:

- The needs of LDoE and the purpose of the project are understood and met;
- The service provider(s) have experience in the operations related to supply of movable classrooms; admin block and ablution facilities
- The service provider(s) have proven knowledge and skill to manage a large the project
- The service provider(s) have sufficient capacity i.e. financial viability; effective, efficient and reliable to the supply of movable classrooms; admin block and ablution facilities
- The service provider(s) have the overall ability to provide a service that is characterized by quality, accuracy, economy, productivity and speed.

5.3 Format and Submission of Bids:

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:-

a. Compulsory Returnable documents

Prepacking of Bid Document Section	Compulsory Returnable documents	Attached YES/NO
Section A	Standard bidding documents to be fully completed	
Section B	Proof of experience in the manufacturing, supplying, installation and re-establishment of movable classrooms. Attach Portfolio of evidence for experience in the supply and installation of movable classrooms,	

MANUFACTURING, SUPPLY AND INSTALLATION OF MOVABLE CLASSROOMS, ADMIN BLOCK AND ABLUTION FACILITIES COMPLETE INCLUDING SITEWORKS, CONNECTION OF ELECTRICITY, SEWER, WATER SUPPLY AND RE-ESTABLISHMENT TO THE LIMPOPO DEPARTMENT OF EDUCATION'S IDENTIFIED SCHOOLS FOR A PERIOD OF THREE (3) YEARS

	admin block and ablution facilities.	
Section C	Work plan (full particulars are required with regard to infrastructure, distribution and administration of operations offered for the efficient management of the contract according to target dates)	
Section D	The bidder shall submit a detailed company profile which includes: Certified Company Registration CIPRO/CICP documents that indicates shareholding of each member/share certificates, memorandum of agreement, CK2 indicating each directors' percentage shareholding including certified copies of the identity documents of the directors of the company. Full curriculum vitae with copies of qualification certificates for key personnel.	
Section E	If the bidder is a joint venture/consortium/partnership, a copy of such an agreement and a resolution by each party to such joint venture/consortium/partnership authorizing its participation in the bid. Joint venture/consortium/partnership must submit individual tax clearance certificate for each company/close corporations	
Section F	Proof that the bidder has the necessary financial capacity to render the required services. Three year audited financial statements certified by a registered auditor. In the case of a partnership/joint venture or consortium, the lead partner shall submit the one year financial statements certified by a registered auditor or Recent Bank Statement (last three (3) months).	
Section G	Certified copies of the identity documents/valid passport of all the directors of the company.	
Section H	Letter of approval by executing authority to do business if the entity has member/members who is/are a Government Employee/s	
Section I	A letter of intent confirming firm supply arrangement(s) in this regard has to accompany the bid at the closing date and time of bid.	

N.B. BIDDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS ABOVE WOULD LEAD TO THE DISQUALIFICATION OF THEIR BID

b. Supporting Returnable documents

Prepacking of Bid Document Section	Supporting Returnable documents	Attached YES/ NO
Section J	Letter of good standing with rating issued by a bank to prove financial capacity and ability to deliver to stringent bid requirements. (The date on the letter must not be older than three months by closing date of the bid).	
Section K	Original or originally certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. The B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprise's (EME). Bidders in a joint venture/consortium/partnership must attach a consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit if EME. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE ABOVE LISTED DOCUMENTS WILL OBTAIN A SCORE OF ZERO =0 FOR THE ITEM

6. SPECIAL CONDITIONS

- 6.1 Official orders shall be placed during the course of the contract period, as and when required.
- 6.2 Tender prices are to **INCLUDE DELIVERY COST BY ROAD TO SCHOOLS AND/OR ANY OTHER NOMINATED DESTINATION**. The delivery price of items shall include all delivery costs such as packing, off-loading, material handling, assembling etc.
- 6.3 Value Added Tax (VAT) is to be INCLUDED in the bid price.
- 6.4 Please choose the applicable:
- 6.5 All prices shall be fixed for the duration of the contract.
- 6.6 The movable classrooms, admin block and ablution facilities shall be guaranteed for a period of one (1) year against faulty material used in the manufacturing of it and/or as a result of workmanship, with fair wear and tear excluded.
- 6.7 The period of guarantee shall commence on the date of receipt by the Department (school, office etc.). The liability of the contractor under the guarantee shall cover delivery of the material on site replacement of defective supplies and where parts are to be replaced, the liability shall include installation of the parts. The replacement parts shall be guaranteed for a similar period.
- 6.8 A domicilium citandi executandi shall be included in the tender document.
- 6.9 A signed confirmation of supply and installation by the school authority must be provided upon completion.
- 6.10 The LDoE reserves the right to:
- i. Request further information from the bidder(s) anytime;
 - ii. Verify information and documentation of the respective bidder(s);

- iii. Make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the LDoE prior to the awarding of the contract;
- iv. Inspect the operation or any part thereof during the evaluation phase of the Bid;
- v. Appoint more than one bidder,
- vi. To cancel the bid or not to appoint any bidder(s);
- vii. To invite short listed bidder(s) to make presentations;
- viii. The Department of Education reserves the right to reject work that does not meet the required standard and to engage a different service provider to complete the work.
- ix. The Department of Education reserves the right to allocate one or more bidders to any districts

6.11 The Department will enter into contractual arrangement with the successful bidder.

**SIGNATURE OF TENDERER
OR AUTHORISED PERSON**

DATE

SECTION C – PRICING SCHEDULE

7 PRICING SCHEDULE

A: New movable unit

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED PRICE YEAR1	FIXED PRICE YEAR2	FIXED PRICE YEAR3
7.1.	Establishment of movable units					
7.1.1.	Supply of movable classroom	No.	1			
7.1.2.	Supply of movable admin block	No.	1			
7.1.3	Supply of full module female toilets	No.	1			
7.1.4	Supply of full module male toilet	No.	1			
7.1.5.	Site preparation	Sum	1			
7.1.6	Electricity connection and COC	Sum	1			
7.1.7	Water connection	Sum	1			
7.1.8	Sewer connection	Sum	1			
7.1.9	Additional toilet unit	Sum	1			
7.1.10	Excavate trench 600mm wide up to 1.0m depth and backfill after laying the cable (rate to exclude cable)	Linear meter	1			
7.1.11	Supply, lay 4 core armored cable of the following sizes from connection point to the movable unit:					
7.1.12	10mm ²	Linear meter	1			
7.1.13	16mm ²	Linear meter	1			
7.1.14	25mm ²	Linear meter	1			
7.1.15	35 mm ²	Linear meter	1			
7.1.16	Supply and install distribution box(DB) unit	No.	1			
7.1.17	Excavate trench 600mm wide up to 1.0m depth, supply, lay and backfill 25mm diameter HDPE Class 12 water pipe from connection point to the movable unit.	Linear meter	1			
7.1.18	Excavate trench 600mm wide up to 1.0m depth, supply, lay and backfill 110mm diameter uPVC sewer pipe from connection point to the movable unit.	Linear meter	1			
	SUB-TOTAL					
	VAT					
	TOTAL (A) (New Movable Units)					

SECTION C – PRICING SCHEDULE

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED RATE YEAR 1	FIXED RATE YEAR 2	FIXED RATE YEAR 3
8	RELOCATION & TRANSPORT (Rates only)					
	Dismantling					
8.1	Dismantle movable classroom	No.	1			
8.2	Dismantle movable admin block	No.	1			
8.3	Dismantle full module female toilet	No.	1			
8.4	Transport cost per kilometer	Kilometer	1			
9	Re-assemble					
9.1	Re-assemble movable classroom	No.	1			
9.2	Re-assemble movable admin block	No.	1			
9.3	Re-assemble full module female toilet	No.	1			
9.4	Re-assemble full module male toilet	No.	1			
	SUB-TOTAL			R	R	R
	VAT					
	TOTAL (B)					
	TOTAL BID PRICE (A+B)					

- NB:**
- *All prices shall be VAT inclusive and fixed for the duration of the contract.**
 - *Prices for dismantling and reassembling shall be inclusive of disbursements and other costs such as travelling**
 - *Materials for refurbishment shall claimed at cost price + 25% mark up. The service provider must always attach the invoice from the supplier where they bought material for refurbishment**

**SIGNATURE OF BIDDER
OR AUTHORISED PERSON**

DATE

10. ENQUIRIES

All enquiries shall be directed to:

Name : Mr M.T Senyatsi

Tel : 015 290 7715 / 7772

Email : SenyatsiMT@edu.limpopo.gov.za

I/We fully understand and accept in full the contents of the special conditions contained in the document and are authorized to sign and accept these conditions.

**SIGNATURE OF BIDDER
OR AUTHORISED PERSON**

DATE

12. ANNEXURES

ANNEXURE A: CLASSROOM;

ANNEXURE B: ADMIN BLOCK;

ANNEXURE C: FULL MODULE FEMALE TOILETS;

ANNEXURE D: FULL MODULE MALE TOILETS;

ANNEXURE E: STANDARD MODULE FEMALE TOILETS AND

ANNEXURE F: STANDARD MODULE MALE TOILETS.

Name : _____

Signature : _____

Date : _____

Company Stamp: