

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B02/2023/24	CLOSING DATE:	27 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	Appointment of panel of contractors for infrastructure general building works: All Departmental Institutions and Offices: Limpopo Department of Education: period of 3 (Three) years CIDB Grading: 7gb Or Higher				
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	MOELA SK		CONTACT PERSON	RAMBAU MM	
TELEPHONE NUMBER	015 290 7988/ 071 290 7988		TELEPHONE NUMBER	015 290 7603/ 082 881 1882	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MoelaSK@edu.limpopo.gov.za		E-MAIL ADDRESS	Rambaumm@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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, 2022, 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/B02/2023/24
Closing Time 11:00	Closing date: 27 JUNE 2023

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)
----------	----------	-------------	---

- | | | |
|---|--|------------------------------------|
| - | 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.

4

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

7

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.

8

TABLE OF CLAUSES

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

9

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 ¹²

- 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.

12

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;

14

- (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

15

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

16

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

17

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

18

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- | | |
|--|--|
| 29. Governing language | 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> |

- 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

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR
INFRASTRUCTURE GENERAL BUILDING WORKS:
ALL PUBLIC SCHOOLS, INSTITUTIONS & OFFICES:
LIMPOPO DEPARTMENT OF EDUCATION
PERIOD: THREE (3) YEARS**

Name of Tenderer:

CIDB CRS Number:

CSD Registration number:

CIDB GRADING: 7GB OR HIGHER

Compulsory briefing session
Date: 15 JUNE 2023
Venue: MASTEC COLLEGE- SESHEGO
TIME: 11H00

VALIDITY PERIOD: 180 DAYS

22

**NB: Tenders should be deposited into the Tender Box situated at:
113 Biccard Street, Polokwane, 0699**

APPOINTMENT OF PANEL OF CONTRACTORS FOR GENERAL BUILDING WORKS

TENDER

23

APPOINTMENT OF PANEL OF CONTRACTORS FOR GENERAL BUILDING WORKS

PART T1: TENDERING PROCEDURES

24

APPOINTMENT OF PANEL OF CONTRACTORS FOR GENERAL BUILDING WORKS

T1.1: TENDER NOTICE & INVITATION TO TENDER

25

APPOINTMENT OF PANEL OF CONTRACTORS FOR GENERAL BUILDING WORKS

PART T1: TENDERING PROCEDURES

1.1. T1.1: TENDER NOTICE AND INVITATION TO TENDER

1.1.1 Definitions

- (1) Acceptable Bid - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
- (2) 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 services or goods.
- (3) Bidder - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Education to submit a bid in response to this bid invitation.
- (4) Bidder Agent - means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Education or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
- (5) CIDB - Construction Industry Development Board (In terms of CIDB Act 38 of 2000).
- (6) Client – means Limpopo Department of Education (LDoE).
- (7) Constitution – means the Constitution of South Africa 1996.
- (8) Client's Representative - means the person(s) assigned by LDoE to manage the contract or portions thereof.
- (9) Comparative Price - means total value for each tender based on assumed quantities against the rates tendered and calculated by LDoE for financial comparison during tender evaluation. It shall not be regarded as the contract value.
- (10) Consortium - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- (11) Contractor – means the same as "Successful Bidder".
- (12) Construction – means additions, new construction, replacement etc.
- (13) Department – means the Limpopo Department of Education.
- (14) Disability - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (15) Employer – is the same as Client and is also used interchangeably with "the Department".

- (16) Firm Price - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- (17) Goods – means any work, equipment, machinery, tools, materials, or anything of whatever nature to be rendered to Department of Education's delegate by the successful Bidder in terms of this bid.
- (18) Education Facility – means the Department's Offices (Circuit, District and Head Offices), Educational facilities (Departmental Institutions and Special/Public Schools) including Administration Blocks, Ordinary Classroom Block, Special Classroom Block, Nutrition Centers, Hostels, Office Buildings, Water and Sanitation facilities.
- (19) Installation – means an immovable bore-hole pumps; water tanks, part of a building (plumbing and drainage, tiling, carpentry and joinery, ironmongery, roof coverings, glazing, paintwork, piping; ceilings; rainwater goods; flooring etc.) or part of a civil engineering structure (pipes; manholes; fences; paving; water treatment plant; septic tank etc.) at Education Facility.
- (20) Joint Venture - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
- (21) Labour- intensive – means a method of construction and maintenance involving a mix of labour and machines without compromising quality.
- (22) Rehabilitation – making good the existing infrastructure, demolishing etc.
- (23) Maintenance - means all work performed on an existing immovable asset to keep the facility in its original operational condition and to ensure its optimal service delivery through its expected life span. Maintenance in the context of this bid document is defined as all work on existing facilities that is undertaken to achieve the following objectives and includes the replacement of equipment to return it to its intended operational function.
- a) To prevent deterioration and failure.
 - b) To restore to correct operation within specified parameters.
 - c) To restore and retain physical condition to a specified standard.
 - d) To recover from structural and services failure.
 - e) Partial equivalent replacement of components of the asset.
 - f) To maintain the continuous supply of building services (energy, water, etc.) from the point of connection to point of use excluding Information Communication Technology.
 - g) To ensure compliance with all acts, regulations and SABS standards pertinent to the operation and maintenance of the stated equipment and infrastructure of the Department.
- (24) Management - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- (25) Person(s) - refers to a natural and/or juristic person(s).
- (26) Days of employment created - means a number of people who worked on a project multiplied by the number of days each person worked.
- (27) Prime Bidder – means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
- (28) PSP - means a Professional Service Provider registered with a legislated registration body. This term shall be used within the context of defining a registered professional included, but not limited to the following categories: -
- (a) Engineering Consultant (disciplines as defined by the ECSA)
 - (b) Quantity Surveying Practitioner or Cost Consultant (SACQSP)
 - (c) Architecture (SACAP)
 - (d) Geohydrologists (Pr Scientia)
 - (e) Environmental Sciences (SACNASP or CBEAPSA)
 - (f) AIA – Approved Inspection Authorities (per OHS Act 85 of 1993)
 - (g) Occupational Health & Safety Management Consultant (per OHS Act 85 of 1993)
 - (h) ICT – Information & Communication Technology specialists (per Independent
 - (i) Communications Authority of SA per the ICASA Act 13 of 2000)
- (29) Task Order – means an official document issued to the contractor by the Department for a specified scope of work at a fixed value.
- (30) Rand Value - means the value of a rate in South African Rand, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- (31) SABS – means the South African Bureau of Standards.
- (32) SANAS – means the public entity in the South African National Accreditation System that was formed in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act No. 19 of 2006 in accordance which formal recognition is given for laboratories, certification bodies, inspection bodies, proficiency testing scheme providers and good laboratory practice test facilities.
- (33) SANS – means a South African National Standard issued by the SABS.
- (34) SMME – Small, Medium and Micro Enterprises: bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- (35) Sub-contracting – is another person appointed by the successful bidder to support it in executing part of a project in terms of the contract.
- (36) Successful Bidder - means the organization or person to whom the tender was awarded and has accepted the appointment to execute the work as detailed in the bid. This term shall be used interchangeably with the term Contractor.

- (37) Supervisor - means a representative appointed by the Department to inspect and/or supervise the scope, implementation and approval of the works issued by the Department to the successful bidder.
- (38) SACPCMP – means the South African Council for Project and Construction Management Profession.
- (39) SACAPQS – means the South African Council for the Architectural Profession Quantity Surveyor
- (40) SACQSP – means the South African Council for the Quantity Surveying Profession
- (41) Works – means the Installation and the Maintenance that the Contractor is doing at it in response to an instruction (Task Order or Works Instruction) issued by the Department.
- (42) Works Instruction – means a written instruction issued to the contractor by the Department against a Task Order to perform specified tasks.

1.1.2. Legislative Framework

Legislative requirements are amongst others, but not limited to the following South African legislation and relevant regulations:

- (1) PREFERENTIAL PROCUREMENT REGULATIONS, 2022
- (2) Constitution of the Republic of South Africa, 1996
- (3) DORA: Division of Revenue Act, promulgated annually following the presentation and acceptance of the national budget by parliament.
- (4) Fencing Act 31 of 1963
- (5) GIAMA (Act 19 of 2007): Government Immovable Asset Management Act.
- (6) IUSS – Infrastructure Unit Support Systems (gazette guidelines and standards)
- (7) Municipal bylaws
- (8) National Heritage Resources (No. 25 of 1999)
- (9) National Water Act No. 36 of 1998
- (10) NBRBS Act (103 of 1977): National Building Regulations and Buildings Standards Act
- (11) NEMA (107 of 1998): National Environmental Management Act

1.1.3. Details of Tender Notice and Invitation to tender.

- (a) LDoE, invites potential bidders to bid for the for the appointment of suitably qualified contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work for infrastructure general building work in Departmental Schools, Institutions and Offices.
- (b) This document contains all terms and conditions of this bid and bidders must not come up with their own terms and conditions.
- (c) Enquiries regarding the above-mentioned bid should be directed as follows: -
- (ii) Bidding process: Mr Simon Moela
Tel: 015 290 7988 071 480 4878
Email: moelask@edu.limpopo.gov.za
- (ii) Technical Enquiries: Ms Mashudu Rambau
Tel: 015 290 7603 Cell: 082 881 1882
Email: rambaumm@edu.limpopo.gov.za
- (d) The Department hereby undertakes to establish a Panel of pre-approved Contractors to undertake the above-mentioned services on a need basis within Departmental Offices and Educational Facilities as defined above in equitable manner for the benefit of all targeted Contractors.
- (e) The Department comprises of Head Office in Polokwane with Districts, Circuits and Schools situated in the following Provincial Districts:

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

- (f) The Department will enter into framework contracts with all successful tenderers and invite quotations from pre-approved contractors on a need basis during the term of the contract (i.e. 36 Months).
- (g) Appointed contractors will work at the Educational District as stated in the table above.

30

T1.2: TENDER DATA

T1.2: TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, Construction Procurement– Part 3: Standard Conditions of tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009)** as published in **Government Gazette No 31828, Board Notice 12 of 2009 of 30 January 2009** (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause No.	Description				
F.1.1	The employer is the Limpopo Department of Education.				
F.1.2	<p>Tender Documents</p> <p>For this contract, the single volume approach is adopted. The tender document issued by the employer comprises of:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 - Tender Notice and Invitation to Tender T1.2 - Tender Data</p> <p>Part T2: Returnable Schedules/Documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>Part C1: Agreement and Contract Data:</p> <p>Appointed Bidders will sign a standard contract form and complete other applicable Forms on a need basis (as and when necessary).</p> <p>Part C2: Pricing Data</p> <p>C.2.1. Pricing Instructions: C.2.2. Bills of Quantities:</p> <p>The above-mentioned information will be provided for the following infrastructure general building works as follows: -</p> <table border="1"> <thead> <tr> <th>Category</th><th>Services required</th></tr> </thead> <tbody> <tr> <td>General Building Works</td><td> <p>New General Building Works, Alterations, Repairs, Renovations, Rehabilitations, Completion (i.e Brickwork, plasterwork, painting, roofing and trusses, rainwater goods, flooring, glazing, ironmongery, carpentry, paving, fences, walkways, etc.), Supply and Delivery of building materials.</p> <p>NB: Specific details to be issued together with a Request for Quotations (RFQ) on a need basis.</p> </td></tr> </tbody> </table> <p>Part C3: Scope of Work The above-mentioned information will be issued per project on a need basis.</p> <p>Part C4: Site Information The above-mentioned information will be issued per project on a need basis.</p>	Category	Services required	General Building Works	<p>New General Building Works, Alterations, Repairs, Renovations, Rehabilitations, Completion (i.e Brickwork, plasterwork, painting, roofing and trusses, rainwater goods, flooring, glazing, ironmongery, carpentry, paving, fences, walkways, etc.), Supply and Delivery of building materials.</p> <p>NB: Specific details to be issued together with a Request for Quotations (RFQ) on a need basis.</p>
Category	Services required				
General Building Works	<p>New General Building Works, Alterations, Repairs, Renovations, Rehabilitations, Completion (i.e Brickwork, plasterwork, painting, roofing and trusses, rainwater goods, flooring, glazing, ironmongery, carpentry, paving, fences, walkways, etc.), Supply and Delivery of building materials.</p> <p>NB: Specific details to be issued together with a Request for Quotations (RFQ) on a need basis.</p>				

F.1.4	<p>Communication and Employer's Representative</p> <p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer.</p> <p>The employer's agent is: Mr. Isaac Malatji Physical address: Cnr 113 Biccard & 24 Excelsior Street, Polokwane, 0699 Telephone: :015 290 7600/7702 E-mail: malatjiin@edu.limpopo.gov.za</p>
F.2.1	<p>Eligibility</p> <p>Only those Bidders who are registered with the CIDB in a contractor grading designation for this bid including Joint Ventures/Consortium. It is an absolute requirement that Taxes of the successful bidder must be in order at the time of award of the tender and during the term of the contract. In case of a Joint Venture/Consortium, Tax matters of each party must be in order.</p> <p>Tenders submitted jointly by two or more parties as Joint Venture/Consortium shall be accompanied by a duly certified copy of the document establishing the Joint Venture/Consortium, registered, and authenticated by an official authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the person/s authorized to represent it, how their assets will be legally obligated, and functions of each party in the Joint Venture/Consortium (responsibility of each party).</p>
F.2.2	<p>Cost of tendering</p> <p>Unless otherwise stated in the tender data, the employer will not compensate the tenderer/ bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.</p>
F.2.3	<p>Check documents.</p> <p>Bidders should check the bid documents for completeness and notify the employer of any discrepancy or omission.</p>
F.2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of Addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the Addenda into account.</p>
F.2.8	<p>Seek clarification.</p> <p>Tenderers may request clarification of the tender documents by notifying the employer at least five (5) working days before the closing time and date stated in the tender data.</p>
F.2.11	<p>Alterations to documents</p> <p>In case of alterations, all signatories to the bid document shall initial all such alterations. Erasures and the use of correction fluid are prohibited.</p>
F.2.13.5	<p>Submitting a tender offer</p> <p>The employer's address for delivery of tender documents and identification details to be shown on each tender offer package are: -</p> <p>Location of the Tender Box: Physical Address: 113 Biccard Street (Corner Biccard and Excelsior Streets), Polokwane, 0699</p> <p>Identification Details: The tenderer/bidder must clearly indicate the contents on the front of the envelope with the Tender Number and Name of Bidder/Tenderer and Closing Date.</p>

F2.13	<p>Submitting a Tender Offer</p> <p>Each tenderer/bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p> <p>In a case of a Company submitting a tender, include a copy of a resolution by its board of Directors authorizing a Director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a Closed Corporation submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of Partnership/Joint Venture submitting a tender, all partners shall the documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.</p>
F2.16.1	<p>The Tender Offer validity</p> <p>The Tender Offer validity period is 180 days calculated from the tender closure date.</p> <p>If the tender validity expires on a Saturday, Sunday or Public Holiday, the Tender shall remain valid and open for acceptance until the closure of business on the following working day.</p> <p>The validity period may be extended in writing by the Employer.</p>
F2.23	<p>Certificates</p> <p>Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.</p>
F.3.5	<p>Language for communications</p> <p>The language for communications is English.</p>
F.3.7.1	<p>Determine whether there has been any effort by a tenderer/bidder to influence the processing of tender/bid offers and instantly disqualify a tenderer/bidder (and his/her tender offer) if it is established that he/she engaged in corrupt or fraudulent practices.</p> <p>A tender/bidder that does not comply with the requirements in the tender documents and instructions in the official tender advertisement and contained herein will be rejected as being invalid.</p>
F.3.11	<p>Evaluation of Tenders</p> <p>Evaluate each responsive tender/bidder using the tender evaluation methods and associated evaluation criteria and weighting that are specified in the tender data as follows: -</p> <p>3.11.1 Mandatory Requirements</p> <p>3.11.2 Functionality</p> <p>The procedure for the evaluation of tender offers is Mandatory Requirements followed by Functionality Evaluation. The tender/bid offer shall be evaluated for the purpose of inclusion in the Panel of Contractors for the specified CIDB Grading Categories from which quotations will be sourced and evaluated using a prescribed Preference Point System in terms of the Preferential Procurement Regulations: 2022.</p>

F.3.11.1

Mandatory Requirements

The following are mandatory requirements for the above-mentioned tender/bid: -

- (a) Tenderers need not make any price offer in response to this tender/bid as it is intended to establish a Panel of contractors from whom quotations will be invited as and when necessary, during the term of the contract (i.e. 36 Months).
- (b) Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- (c) The entire bid document must be completed in black ink and signed by an authorized signatory.
- (d) Bidders must be registered on Centralized Supplier Database and furnish their CSD No:-

MAAA										
------	--	--	--	--	--	--	--	--	--	--

- (e) Only tenderers with a CIDB grading indicated on the title page are allowed to bid.
- (f) Attachments
 - (i) Copy of a Certificate of registration with CIDB (including Grading Category).
 - (ii) Originally certified copy/copies of Identity Document/s of the Director/s.
 - (iii) In a case of a **sole proprietor** submitting a tender, include a copy of a document or an Affidavit that confirms ownership of the business entity and an official of the entity authorized to sign the documents on behalf of the business entity.
 - (iv) In a case of a **Company** submitting a tender, include copies of a company registration document with the Companies and Intellectual Property Commission Registration (CIPC) and a resolution by its board of Directors authorizing a Director or other official of the company to sign the documents on behalf of the company.
 - (v) In the case of a **Closed Corporation** submitting a tender, include copies of company registration document with the CIPC and a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - (vi) In the case of **Partnership/Joint Venture** submitting a tender, all directors/members of each firm/company shall authorize one or more person/s to sign on behalf of the firm/company. All partners shall include all individual registration documents with the CIPC and a letter signed by both parties authorizing one person or a number of persons to sign on behalf of each partner or the Partnership/Joint Venture.

F.3.11.2

Functionality Evaluation Criteria

25

- (a) Only tender offers that comply with the mandatory requirements listed above will qualify to be evaluated further on Functionality.
- (b) Since the nature of our projects are scheduled and non-scheduled maintenance, requirements for artisans is critical to successfully deliver quality workmanship. Therefore, Plumbers, Bricklayers, Carpenters, and Electricians are a priority. **NOTE Failure to submit all four trades will result in no points allocated under the sub criteria of Artisans.**
- (c) A tenderer that fails to meet the above-mentioned requirements will not be considered further for evaluation on Functionality.
- (d) 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.
- (e) Only tenderer/s that score minimum of **70** points will be included in the Database of Contractors.
- (f) LDoE reserves the right to verify any information submitted to corroborate functionality points during evaluation stage.

(g) The functionality Evaluation Criteria is as follows:-				
No	Criteria	Evidence	Sub-Criteria	Points
1)	Track record of number and value of General Building Projects executed as per CIDB categories.	Attachment of the following: - (a) An Appointment letter/ Purchase Order & Completion Certificates indicating project/s and the value of the General Building Projects executed in the past five (5) years as at the closing date of the tender. (b) Reference letter for each project with Contactable reference letters signed and officially stamped by relevant authorised person or organization confirming the tenderer's performance. (c) If Sub-contracted, an appointment letter/Purchase order and completion certificate of the main contractor in addition to (a) and (b) above.	Number of Project/s executed.	30
			Five (5) or more Projects	30
			Four (4) Projects	20
			Three (3) Projects	15
			Two (2) Projects	10
			One (1) Project	5
			No track record/project/s executed	0
			Value of Project/s executed as indicated above, Projects equals or more than R 10 000 000.00	30
			Five projects	30
			Four Completed Projects	20
			Three Completed Projects	15
			Two Completed Projects	10
			One Completed Projects	5
			No Completed Projects	0
2)	Qualifications of Plumber, Bricklayer, Carpenter, Electrician and Site Manager/s working for the tenderer	Attachment of a Curriculum Vitae (CV), Appointment letter from the tenderer/company and Certified Copies of Qualifications and Identity Documents (Only documents certified not more than three [3 months] as at the closing date of the tender.). NB: A copy of a certified copy will not be accepted. NB: Plumbers, Bricklayers, Carpenters, and Electricians are a priority. NOTE Failure to submit all four trades will result in no points allocated under the sub criteria of Artisans.	Artisans, with Trade Test Certificate (Plumber, Bricklayers, Carpenters, and Electricians)	15
			Plumber	
			Bricklayer	
			Carpenter	
			Electrician	
			Site Manager's Qualification registration with relevant body (ECSA, SACAP, SACPCMP and SACQSP)	15
			Professionally Registered Qualification	15
			Candidate Registered	10
			Unregistered Certificate, Diploma, Degree or BTech in the Built environment	5
			No qualification/s	0
3)	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.	Limpopo Province	10
			Outside Limpopo Province	0
TOTAL POINTS				100


F.3.11.3 Reservation of Rights

3.11.3.1 By responding to this Bid, the Bidder authorizes the Department or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Department. Should such an investigation discover that the Bidder has misrepresented any statements or documents, the bid will be disqualified.

3.11.3.2 The Department further reserves the right to: -

- (1) Request further information from any bidder after the closing date of the bid.
- (2) Visit the Physical Address provided by the service provider to verify any information provided in the bid document and inspect facilities to assess bidders' capacity.
- (3) Communicate only with the shortlisted bidders as and when necessary.
- (4) Verify information and documentation of respective bidder from the South African Revenue Services (**SARS**), Companies & Intellectual Property Commission (**CIPC**) or any other relevant entity and to visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void.
- (5) Appoint a third party to evaluate the service provider's compliance with any aspect of this bid; and
- (6) Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company): -
 - (a) is executing a contract with the government unsatisfactorily.
 - (b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract.
 - (c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence.
 - (d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favor.
 - (e) has withdrawn or amended his bid after the time set for the receipt and opening of bids.
 - (f) When advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.
 - (g) Is practicing fronting whereby: -
 - (i) Black partners are given shares without any payment.
 - (ii) The 'front' company uses the non-black surrogate company's infrastructure and resources to execute the contract.
 - (iii) The black partner makes no meaningful contribution to the day to day running of the business.
- (h) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; and
- (i) has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the LDoE may, in addition to any other legal recourse which it may have, cancel the contract between the LDoE and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favorably considered for a specific period.

3.11.4 ENDORSEMENT OF THE TENDER BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
1 Ms DEDEREN K.O		26/05/2023

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

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

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