

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION	
BID NUMBER:	LDE/B08/2023/24
CLOSING DATE:	09 NOVEMBER 2023
CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR MANUFACTURING, PACKAGING, SUPPLY AND DELIVERY OF ORDINARY, COMMERCIAL AND TECHNOLOGY STATIONERY PACKS FOR THE LIMPOPO DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (03) YEARS
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	MAPHWANYA MT
TELEPHONE NUMBER	015 290 7988
TELEPHONE NUMBER	015 290 7736
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Moelask@edu.limpopo.gov.za
E-MAIL ADDRESS	MaphwanyamT@edu.limpopo.gov.za
NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE
TELEPHONE NUMBER	NUMBER
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODE
FACSIMILE NUMBER	NUMBER
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
SUPPLIER COMPLIANCE STATUS	
SUPPLIER TAX COMPLIANCE SYSTEM PIN:	
OR	
CENTRAL SUPPLIER DATABASE	No: MAAA
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.	

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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-FILEING 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:

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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/B08/2023/24
Closing Time 11:00	Closing date: 09 NOVEMBER 2023

OFFER TO BE VALID FOR 180 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 persons/ 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, 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

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

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

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

1. GENERAL CONDITIONS
 - 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
 - 1.2 a) The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

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

POINTS	PRICE	SPECIFIC GOALS	Total points for Price and SPECIFIC GOALS
	90	10	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_{t-P \min}}{P_{t-P \min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_{t-P \min}}{P_{t-P \min}} \right)$$

80/20 or 90/10

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_{t-P \max}}{P_{t-P \max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_{t-P \max}}{P_{t-P \max}} \right)$$

80/20 or 90/10

Where

$$\begin{aligned}
 P_s &= \text{Points scored for price of tender under consideration} \\
 P_t &= \text{Price of tender under consideration} \\
 P_{\max} &= \text{Price of highest acceptable tender}
 \end{aligned}$$

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender		
Number of points allocated (90/10 system)	(To be completed by the organ of state)	(To be completed by the tenderer)
Black people	2	
Youth	2	
Women	4	
Person with disability	1	
Small, Medium and Micro Enterprises (SMMES)	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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.

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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

- 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.

2.1 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.

3.1 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.trcasury.gov.za

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.

6.1 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.

6. Patent rights

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.

8.1 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

7. Performance security

8. Inspections, tests and analyses

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.

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.

17.1 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.

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

19.1 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.

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

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25.1 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.

26.1 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.

27.1 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 mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

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

28. Limitation of Liability

27. Settlement of Disputes

26. Termination for insolvency

25. Force Majeure

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

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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.

TERMS OF REFERENCE (TOR)

MANUFACTURING, PACKAGING, SUPPLY AND DELIVERY OF
ORDINARY, COMMERCIAL AND TECHNOLOGY STATIONERY
PACKS FOR A PERIOD OF THREE (3) YEARS

LDE/B07/2023 /24

EDUCATION
DEPARTMENT OF

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



1. INTRODUCTION

- 1.1. The Department wishes to appoint bidders to manufacture, package, supply and deliver ordinary, technology and commercial stationery packs
- 1.2. Given the above, the Department hereby invites potential bidders to bid for the above mentioned services for a period of three (3) years.
- 1.3. This document contains all terms and conditions of this bid and bidders must not qualify their terms of reference or come up with their own terms and conditions.
- 1.4. The successful service provider(s) will be required to enter into contractual arrangements with the Department based on the Terms of Reference and General Conditions of Contract attached hereto.

2. BACKGROUND

- 2.1. The Government of the Republic of South Africa is committed to supply all learners in the public ordinary schools with ordinary, technological, and commercial stationery packs. The Department hereby undertakes to establish the necessary mechanism to deliver the required stationery packs in an organized, equitable and planned manner for the benefit of all targeted school learners from disadvantaged communities within the province.
- 2.2. This tender is targeted at stationery manufacturers who will be required to deliver as per the tender specifications.
- 2.3. It is hoped that this tender process will enable stationery manufacturers to partner with the Department in the fulfilment of this essential services to achieve the following objectives: -
 - (a) To ensure effective teaching and learning in all public schools in the province; and
 - (b) To provide specific subjects-oriented stationery to give equal opportunities for all learners to venture into studies of their own choice.

3. SCOPE OF SERVICES

- 3.1. The successful bidders will be required to manufacture, package, supply and deliver ordinary, technology and commercial stationery packs to public schools within Limpopo Province.
- 3.2. The bid will be awarded per Education Districts.
- 3.3. Successful Bidders will be expected to deliver the stationery packs direct to schools in each of the Departmental ten (10) Districts. Therefore, each successful bidder must establish a warehouse/s within each District allocated to them for logistical arrangements and co-ordination of delivery including quality assurance.

- 5.1.7. All envelopes must reflect return address of the Bidder on the reverse side.
- 5.1.6. The BID must be submitted in a sealed envelope clearly indicating the Bid Number, Closing Date, allowed.
- 5.1.5. Any alteration must be signed for by the authorized signatory and therefore correction fluid is not allowed.
- 5.1.4. Bidders must be registered on Centralized Supplier Database (CSD) and furnish their CSD No as a proof of registration as follows: -
- 5.1.3. Telephonic, Telegraphic, Telex, Facsimile or emailed bid documents will not be accepted.
- 5.1.2. The entire bid document must be completed in black ink and signed by an authorized signatory where a provision is made for a signature.
- 5.1.1. Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- 5.1. Completion and signing of the bid document.

Bidders should comply with the following administrative requirements:

5. ADMINISTRATIVE REQUIREMENTS

- 4.1. Phase 1: Screening on Mandatory Administrative Compliance
- 4.2. Phase 2: Functionality Evaluation Process
- 4.3. Phase 3: Inspection in loco
- 4.4. Phase 4: Evaluation Price and Preference Point System

In accordance with the Preferential Procurement Regulations of 2022, the bid evaluation process shall be carried out in four (4) phases: namely:

4. BID EVALUATION PROCESS

- 3.4. The successful bidder/bidders will be expected to enter into a Services Level Agreement (SLA) with the Department within thirty (30) days of appointment.
- 3.5. Delivery shall be done to each school during school hours according to the terms and conditions contained in this tender and the SLA.
- 3.6. The contract shall run for a period of three (3) academic years in line with the SLA.

5.2. Attachments

5.2.1. Consortia or JVs must also submit the following documents:

Valid Consortium/JV Agreement signed by all parties confirming the rights and obligations of each Consortium/JV partner/member.

Letter of appointment by the Consortium/JV authorizing the signatory to the sign the Bid document.

5.2.2. Originally certified copy of a valid letter of good standing issued by the Department of Labour's

Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act

(COIDA), Act No. of 1993.

5.2.3. Originally certified copy of valid Unemployment Insurance Fund (UIF) Compliance Certificate

issued by the Department of Labour.

5.2.4. Originally certified copy/copies of Identity Documents of the Trustees/ Directors, Members and

Shareholders of the Company.

5.2.5. Resolution signed by the board of the directors confirming that the signatory is authorized to

represent the bidder and to sign the Bid documents.

5.2.6. A bid submitted jointly by two companies shall be accompanied by letter of appointment by the

Consortium/JV authorizing the signatory to the sign the Bid document.

5.3. Submission of Samples

5.3.1. Bidders must, as part their bid document, submit samples of complete stationery packs per

Phase/grade(s) (to be manufactured and supplied as specified in the Bid). The samples must

Match the stationery packs which will ultimately be delivered to schools.

5.3.2. Samples must comply with the following requirements:

(a) Each Stationery pack must include the items specified in the Bid specification.

(b) Each Stationery pack must be sealed and clearly indicate Bid Number, Bidder's trade

name and Stationery Pack Phase/Grade(s).

5.3.3. Samples supplied by successful bidders will be retained by the Department for the duration of the

contract for quality control purpose.

5.3.4. Successful bidders will not be permitted to substitute items that are not part of the original

samples unless the Department has been consulted and given written approval signed by the

Head of Department or his/her delegate.

6. MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1. Proof of valid certification to ISO 9001:2015 quality management system (Bidders must attach certified copy of the certificate, the date of the certification must not be more than 03 [three] months old as at the closing date of the bid);

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- 8.1.6. Appoint more than one service provider for the project.
- 8.1.5. LDOE has the right not to award the bid.
- specifications.
- 8.1.4. Terminate the contract in the event that there is clear evidence of deviations as per agreed
- 8.1.3. Request further information may be requested from any bidder after the closing date.
- the contract to the satisfaction of LDOE prior to awarding of the contract.
- 8.1.2. Make sure that the bidders have at their disposal the necessary infrastructure to execute.
- 8.1.1. Verify information and documentation of the prospective bidder.
- 8.1. LDOE reserved the rights to:**

TERMS AND CONDITIONS

8. RESERVATIONS OF RIGHTS

- document and inspect facilities to assess bidders' capacity by verifying tangible evidence:
- c) The Department will visit the Physical Address provided by the service provider in the bid times.
- b) Bidder's own premises should be made ready for inspection during business reasonable infrastructure and information provided.
- a) The Department will conduct mandatory inspections in loco at the premises of the pre-qualified bidders during the functionality evaluation process to ascertain the existing

7. CONDUCTING OF INSPECTION IN LOCO

- Department reserves the right to disqualify the bidder or terminate the bidder's contract.
- on the Department's requirements. Should the bidder misrepresent its current commitments, the government departments/ state organs and explain what impact its current commitments will have
- 6.3.2. Bidders must provide list of its current commitments to supply similar stationery to other (Hours).
- tabulate their capacity to produce and supply stationery to the Province per day (within 24
- 6.3.1. Bidders must honestly and truthfully state their production capacity. Bidders must

6.3. Infrastructure and Production Capacity

- N.B: Bidders that fails to comply with the above requirements will be disqualified.
- 03 [three] months old as at the closing date of the bid).**
- attach certified copy of the certificate, the date of the certification must not be more than**
- 6.2. Proof of certification to SANS 1318:2016 for manufactured scholastic stationery (Bidders must**

- 8.1.7. Take any steps to monitor and to assess whether or not the service provider complies with the management processes as detailed in the SLA without notice.
- 8.1.8. LDOE reserve the right to appoint another service provider within the contract in a situation where the appointed service provider fails to deliver due to unforeseen circumstances.
- 8.1.9. The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2 (1)(f) of the PPPFA.
- 8.1.10. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity.
- 8.1.11. To accept part of a tender rather than the whole tender.
- 8.1.12. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 8.1.13. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 8.1.14. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 8.1.15. Award to multiple bidders based either on size or geographic considerations.
- 8.1.16. If the price offered by a bidder scoring the highest points is not market-related, the department may not award the contract to the bidder.
- 8.1.17. The Limpopo Department of Education reserves the right to vary the proposed draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.
- 8.1.18. To award the contracts to more than one contractor for the same item.
- 8.1.19. To accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Limpopo Department of Education or pose a risk to the organisation.
- 8.1.20. Negotiate a market related price with the bidder scoring the highest points or cancel the bid.

8. SPECIAL CONDITIONS

- 8.1. The successful bidders will enter into a Service Level Agreement (SLA) with the Limpopo Department of Education (LDOE) within ten (10) working days upon award of the bid.
- 8.2. This bid and all contracts emanating there from will be subject to the General. Conditions of Contract issued in accordance with Treasury Regulation 16A published. in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999). The Special

Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

8.3. Negotiate a market related price with the bidder scoring the highest points or cancel the bid.

EVALUATION CRITERIA:

EVALUATION IN TERMS OF THE 90/10 PREFERENCE POINT SYSTEMS

In accordance with the Preferential Procurement Regulation of 2022, the bid evaluation process shall be carried out in four (4) phases, namely:

Phase 1: screening of mandatory administrative requirements.

Phase 2: Functionality evaluation process

Phase 3: inspection in loco

Phase 4: price and Preference points system.

9. PHASE 2: Functionality evaluation will be based on the following criteria and values as illustrated below:

NO	DESIGNATED GROUP	POINTS	MEANS OF VERIFICATION
1	Black people	2	Verified through CSD report
2	Youth	2	Verified through CSD report
3	Woman	4	Verified through CSD report
4	Persons with disability (attach medical certificate from the registered professional doctor with Practice number)	1	Verified through CSD report
5	Small, medium and Micro Enterprises (SMMES)	1	Verified through CSD report
Total		10	

Allocation of preference points for tender threshold will be as follows:

(a)	Price: 90
(b)	Specific goals /designated groups: 10
	Total 100

10.1 The points scoring shall be allocated as follows in line with the Preferential Procurement Regulation of 2022.

10. Phase 4: Price and Preference points

Bidders who obtained the minimum qualifying score of 70 points for functionality shall be evaluated further in terms of price and the preference point system.

TOTAL		100
2) Financial Capacity	a) Grade A rating b) Grade B rating c) Grade C rating d) Grade D rating and below	15
		0
3) Infrastructure, Production and Supply Capacity	Proof of Existence of Infrastructure, Production and Supply Capacity to be verified during inspection in loco as follows: - a) Existence of Manufacturing Plant: Provide proof of ownership b) Existence of Manufacturing Equipment/machinery c) Transportation Vehicles minimum of 3 ton: provide the proof of ownership registration with the name of the company or directors	50
		20
PHASE 3: Inspection in loco		100

10.2 Bid Price

- 10.2.1 Bidders should quote for all items as per pricing schedule.
- 10.2.2 The price must be expressed in terms of South African currency on the attached pricing schedule.
- 10.2.3 Bidder's price shall be firm for the duration of the contract.
- 10.2.4 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, except for statutory reasons.
- 10.2.5 Bidders must reflect all costs in the pricing schedule, and not anywhere else in their bid proposal. The Department will not accept any charges for items not reflected in the pricing schedule.
- 10.2.6 Conditional discount will not be considered for evaluation purposes but would be implemented when payment is effected.
- 10.2.7 Prices quoted must be inclusive of all costs.

10.3 Pricing Structure

Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid as follows:

10.3.1 FOUNDATION PHASE (FP):

10.3.2 GRADE R (ORDINARY PACK)

Estimated Learner Numbers:

Delivery: AT SCHOOL

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
3	<i>Book: Exercise, feint with margin, 48 pages, size A4, according to the latest issue of SANS or similar specification</i>			

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NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
1	Book: Drawing, white without inter-leaving paper, size A4 L, 48 pages, at least two staples, according to the latest issue of SANS or similar specification			
1	Book: Irish ruling exercise book with margins, (210x148mm), 72 pages, according to the latest issue of SANS or similar specification			
1	Book: Exercise, quad 7mm square lineation with margin, size A5, 72 pages, according to latest issue of SANS or similar specification			
1	Drawing Book: Size A4, 72 pages according to latest issue of SANS or similar specification			
4	Pencil: HB good quality, black lead. The wood must not be spongy but should shave off clearly when sharpened on a rotary sharpener (according to the latest SANS or similar specification.)			
1	Wax Crayons: A box of 24 wax crayons (B size), according to the latest SANS or similar specification.			
1	Pencil sharpener: plastic, with shavings canister attached according to the latest SANS or similar specification			
1	Eraser: 45mmx20mmx10mm, according to the latest SANS or similar specifications			
1	Ruler: 300mm long, graduated, plastic, in accordance with the latest issue of SANS or similar specification			
3	Water Paint Brushes: Round no. 12, according to the latest issue of SANS or similar specification			
3	Water Paint: Powder, set of primary colours (red, yellow, blue), 50ml each according to the latest SANS or similar specification			

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
4	Book: Exercise, feint with margin, 72 pages, A4, according to the latest issue of SANS or similar specification			
1	Book: Irish ruling exercise with margin (210X148mm) A5, 72 pages, according to the latest issue of SANS or similar specification			
1	Book: exercise, quad 7mm square lineation with margin size A4, 72 pages, according to the latest issue of SANS or similar specification			
1	Drawing book: A4, 72 pages according to the latest issue of SANS or similar specification			

Delivery: AT SCHOOL

Estimated Learner Numbers:

10.4 FOUNDATION PHASE (FP): GRADE 1, 2 & 3 (ORDINARY PACK)

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
3	Play Dough: 500g multi-coloured, according to the latest SANS or similar specification			
1	Scissor: Blunt nose, 5 inch according to the latest issue of SANS or similar specification			
4	Glue stick: 50g according to the latest SANS or similar specification			
29	UNIT PRICE PER PACK			

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
4	Pencil , HB good quality, black lead pencil. The wood must not be spongy, but should shave off clearly when sharpened on a rotary sharpener according to the latest issue of SANS or similar specification			
1	Crayons : pencil type, box of 12 colours, half size according to the latest issue of SANS or similar specification			
1	Pencil sharpener , plastic, with shavings canister attached according to the latest SANS or similar specification			
1	Eraser : 45mm x 20mm x 10mm, according to the latest issue of SANS or similar specification			
1	Ruler : 300mm long, graduated plastic, according to the latest issue of SANS or similar specification			
1	Wax Crayons : A box of 24, according to the latest issue of SANS or similar specification			
1	Scissor : Blunt nose, 5 inch according to the latest issue of SANS or similar specification			
4	Glue Stick : 50g according to the latest issue of SANS or similar specification			
3	Water Paint Brushes : Round no. 12, according to the latest issue of SANS or similar specification			
3	Water Paint : Powder, set of primary colours (red, yellow and blue), 50ml each according to the latest issue of SANS or similar specification			
3	Play Dough : 500g multi-coloured, according to the latest SANS or similar specification			

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NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
12	Book: Exercise, feint with margin, 72 pages, size A4 according to the latest issue of SANS or similar specification			
2	2 Quire: feint & margin, size A4, 192 pages according to the latest issue of SANS or similar specification			
1	Graph Book: Size A4, 72 pages according to the latest issue of SANS or similar specification			
1	Drawing Book: Size A4, 72 pages according to the latest issue of SANS or similar specification			
2	Pencil for Drawing: 1 x 2H and 1 x HB, according to the latest issue of SANS or similar specification			
4	Pencil: HB good quality, black lead pencil. The wood must not be spongy, but should shave off clearly when sharpened on a rotary sharpener			
1	Pencil Sharpener: Plastic with shaving canister attached according to the latest issue of SANS or similar specification			
1	Eraser: 45mm x 20mm x 10mm, according to the latest issue of SANS or similar specification			

Delivery: AT SCHOOL

Estimated Learner Numbers:

10.5 INTERMEDIATE PHASE (IP): GRADE 4, 5 & 6 (ORDINARY PACK)

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
30	UNIT PRICE PER PACK			

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
1	Ruler: 300mm long, graduated, plastic, according to the latest issue of SANS or similar specification			
1	Oil Pastels: 12 colours according to the latest issue of SANS or similar specification			
1	Dry Pastels: 12 colours according to the latest issue of SANS or similar specification			
1	Compressed Charcoal: sticks (soft 10's per box) according to the latest issue of SANS or similar specification			
4	Blue Ballpoint Pen: according to the latest issue of SANS or similar specification			
1	Mathematical Instruments: A set of instruments in accordance with the latest issue of SANS or similar specification			
Mo1	Scissor: Blunt nose, 5 inch according to the latest issue of SANS or similar specification			
4	Glue Stick: 50g according to the latest issue of SANS or similar specification			
1	Glue for Wood: 125ml according to the latest issue of SANS or similar specification			
1	Earthenware Clay: 500g according to the latest issue of SANS or similar specification			
3	Water Paint: Powder, set of primary colours (red, yellow and blue), 50g each according to the latest issue of SANS or similar specification			
3	Water Paint Brushes: Round no. 12 according to the latest issue of SANS or similar specification			

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NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
18	Book: Exercise, feint with margin, size A4, 72 pages, according to the latest issue of SANS or similar specification			
4	2 Quire: Feint & margin, size A4, 192 pages according to the latest issue of SANS or similar specification			
1	Graph Book: Size A4, 72 pages according to the latest issue of SANS or similar specification			
1	Drawing Book: Size A4, 72 pages according to the latest issue of SANS or similar specification			
2	Pencil for Drawing: 1 x 2H and 1 x HB, according to the latest issue of SANS or similar specification			
4	Pencil: HB good quality, black lead pencil. The wood must not be spongy, but should shave off clearly when sharpened on a rotary sharpener			

Delivery: AT SCHOOL

Estimated Learner Numbers:

10.6. SENIOR PHASE (SP): GRADE 7, 8 & 9 (ORDINARY PACK)

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
4	Paint Paper, 4 sheets (A3 size) to be folded into A4 size, according to the latest issue of SANS or similar specification			
50	UNIT PRICE PER PACK			

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NO. PER PACK	SPECIFICATIONS			Year 1 Price	Year 2 Price	Year 3 Price
1	Pencil Sharpener: Plastic with shaving canister attached according to the latest issue of SANS or similar specification					
1	Eraser: 45mm x 20mm x 10mm, according to the latest issue of SANS or similar specification					
1	Ruler: 300mm long, graduated plastic, according to the latest issue of SANS or similar specification					
1	Oil Pastels: 12 colours according to the latest issue of SANS or similar specification					
1	Dry Pastels: 12 colours, according to the latest issue of SANS or similar specification					
4	Blue Ballpoint Pen: according to the latest issue of SANS or similar specification					
1	Red Ballpoint Pen: according to the latest issue of SANS or similar specification					
1	Mathematical Instruments: A set of instruments in accordance with the latest issue of SANS or similar specification					
1	Scissors: Blunt nose, 5 inch according to the latest issue of SANS or similar specification					
4	Glue Stick: 50g according to the latest issue of SANS or similar specification					
1	Glue for Wood: 125ml according to the latest issue of SANS or similar specification					
1	Earthenware Clay: 500g according to the latest issue of SANS or similar specification					

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10.7. FURTHER EDUCATION AND TRAINING (FET) : GRADE 10, 11 & 12 (ORDINARY PACK)

Estimated Learner Numbers:

Delivery: AT SCHOOL

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
1	Compressed Charcoal: Sticks (soft 10's per box) according to the latest issue of SANS or similar specification			
3	Water Paint: Powder, set of primary colours (red, yellow and blue), 50g each according to the latest issue of SANS or similar specification			
3	Water Paint Brushes: Round no. 12 according to the latest issue of SANS or similar specification			
4	Paint Paper: 4 sheets (A3 size) to be folded into A4 size, according to the latest issue of SANS or similar specification			
1	Treble Column Cash Book: 72 pages according to the latest issue of SANS or similar specification			
1	Journal: 72 pages according to the latest issue of SANS or similar specification			
1	Double Column Ledger: 72 pages according to the latest issue of SANS or similar specification			
1	Scientific Calculator: Designed to calculate problems in sciences, engineering and mathematics (square roots, decimal numbers and fractions), according to the latest issue of SANS or similar specification			
63	UNIT PRICE PER PACK			

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NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
10	Book: Exercise, feint with margin, size A4, 72 pages, according to the latest issue of SANS or similar specification			
6	2 Quire: Feint & margin, size A4, 192 pages according to the latest issue of SANS or similar specification			
2	Book Scribler: Ruled feint with margin, 72 pages, A4 according to the latest issue of SANS or similar specification			
1	Mathematical Instruments: A Set of instruments according to the latest issue of SANS or similar specification			
1	Scientific Calculator: Designed to calculate problems in sciences, engineering and mathematics (square roots, decimal numbers and fractions), according to the latest issue of SANS or similar specification			
2	Pencil: HB good quality, black lead pencil. The wood must not be spongy, but should shave off clearly when sharpened on a rotary sharpener			
4	Blue Ballpoint Pen: According to the latest issue of SANS or similar specification			
1	Pencil Sharpener: Plastic with shaving canister attached according to the latest issue of SANS or similar specification			
1	Eraser: 45mmx20mmx10mm, according to the latest issue of SANS or similar specification			
1	Ruler: 300mm long, graduated plastic, according to the latest issue of SANS or similar specification			

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NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
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Estimated Learner Numbers:

Delivery: AT SCHOOL

10.9. FURTHER EDUCATION AND TRAINING (FET) : GRADE 10, 11 & 12 (TECHNOLOGY PACK)

NO. PER PACK	SPECIFICATIONS	Year 1 Price	Year 2 Price	Year 3 Price
3	Treble Column Cash Book: 72 pages according to the latest issue of SANS or similar specification			
3	Journal: 72 pages according to the latest issue of SANS or similar specification			
3	Double Column Ledger: 72 pages according to the latest issue of SANS or similar specification			
3	Eight Money Column Creditors Journal: 72 pages according to the latest issue of SANS or similar specification			
3	Book Exercise: 72 pages, size A4 FM according to the latest issue of SANS or similar specification			
UNIT PRICE PER PACK				

Estimated Learner Numbers:

Delivery: AT SCHOOL

10.8. FURTHER EDUCATION AND TRAINING (FET): GRADE 10, 11 & 12 (COMMERCIAL PACK)

1	Graph Book: Size A4, 72 pages according to the latest issue of SANS or similar specification			
30	UNIT PRICE PER PACK			

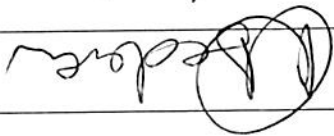
45

GRAND TOTAL			
	Year 1 Price	Year 2 Price	Year 3 Price

8	UNIT PRICE PER PACK		
1	Set Squares: (60 degrees) according to the latest issue of SANS or similar specification		
1	Set Squares: (45 degrees) according to the latest issue of SANS or similar specification		
1	Compass: (spring bow 120mm) according to the latest issue of SANS or similar specification		
1	Protractors: (drawing) according to the latest issue of SANS or similar specification		
2	Pencils: 1 x HB and 1 x 2H, according to the latest issue of SANS or similar specification		
1	Eraser: 45mm x 20mm x 10mm, according to the latest issue of SANS or similar specification		
1	A3 Drawing Board: (plastics) with T-Square according to the latest issue of SANS or similar specification		

11. ENDORSEMENT

11.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT

Name	DEDEREN K.O
Signature	
Date	13/10/2023

11.2. ENDORSEMENT OF THE OFFER BY THE BIDDER

This document has been read and understood by the bidder represented by: -

NAME OF BIDDER:	
REPRESENTED HERE TO BY (Surname & Full names)	
IN HIS/HER CAPACITY AS:	
SIGNATURE:	
DATE	