

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 02/22	CLOSING DATE:	12 December 2022	CLOSING TIME:	11H00
DESCRIPTION	Supply, Delivery, Installation and Commissioning of Industrial Machinery and Equipment at Limpopo Department Of Social Development Institutions.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA	CONTACT PERSON	Monyamane EM		
TELEPHONE NUMBER	(015) 230 4440 / 079 699 2308	TELEPHONE NUMBER	015 293 1182/3/4 or 066 306 9122		
FACSIMILE NUMBER	(015) 291 2226	FACSIMILE NUMBER	015 291 2226		
E-MAIL ADDRESS	SeopaPA@dsd.limpopo.gov.za	E-MAIL ADDRESS	MonyamaneE@dsd.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?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS (TCS) CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TAX COMPLIANCE STATUS (TCS) PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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 SHALL BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Supply, delivery, installation and commissioning of industrial machinery and equipment at Limpopo Department of Social Development institutions	R.....
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- Required by:
- At:
- 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 shall 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

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid 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 2017**

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

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

1. GENERAL CONDITIONS

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

- the 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 value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20**..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales

duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or

acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract Documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies 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. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

- 20. Subcontracts** 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or

services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

- 25. Force Majeure** 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency** 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes** 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or 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

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 shall be in possession of a tax clearance certificate, submitted by the bidder. This certificate shall be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have

engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



DEPARTMENT OF
SOCIAL DEVELOPMENT

TERMS OF REFERENCE FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL MACHINERY AND EQUIPMENT FOR LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT INSTITUTIONS

1. SCOPE

- 1.1 Invitations are made for supply, delivery, installation and commissioning of industrial machinery and equipment.
- 1.2 The successful bidder(s) will be expected to supply, deliver, install and commission the machinery and equipment at various social development facilities.
- 1.3 The successful bidder will be expected to conduct once-off training on the operation and usage of the equipment and handover user manual to the department
- 1.4 The successful bidder will also be responsible for decommissioning of old equipment.

2. INTRODUCCION

- 2.1 The Department of Social Development is hereby inviting all supply, delivery, installation and commissioning of industrial machinery and equipment.

3. DEFINITIONS

DEFINITIONS	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	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

Bidder Agent	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 Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department
Bidders	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 Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	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 bid
Department	The Limpopo Department of Social Development
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
Firm Price	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
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid

Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses
Management	In relation to an enterprise or business, 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
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	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
Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person
Sub-contracting"	Means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

	Rand Value ” - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
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4. CONTRACT PERIOD

The service provider will be expected to supply, deliver, install and commission of industrial machinery and equipment Department of Social Development Institution.

5. BID AWARD AND CONTRACT CONDITIONS

- 5.1** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission.
- 5.2** Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 5.3** Bidders must quote for all categorized items. Failure to quote for all categorized items in a category will invalidate the bid.
- 5.4** Non- attendance of compulsory briefing session is an automatic disqualification (All Consortia / Joint Venture parties / Partnership must attend compulsory briefing session)
- 5.5** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 5.6** The department will verify supplier compliance on the Central Supplier Database report.
- 5.7** The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 5.8** The award of the bid may be subjected to price negotiation with the preferred bidders
- 5.9** Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 5.10** The department further reserves the right to reject all or individual items of this bid and/or award all or individual items of this bid.
- 5.11** Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin.
- 5.12** The contract period will be from the commencement date of the contract.
- 5.13** The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).

- 5.14 The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.

6. **CONTRACT ADMINISTRATION**

- 6.1 Successful bidder(s) must report to the End-User's institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 6.2 Full particulars of such circumstances as well as the period of delay must be furnished.
- 6.3 The administration of the bid and contract i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

7. **DELIVERY MANAGEMENT**

- 7.1 Delivery shall be in terms of the specification requirements.
- 7.2 Deliveries shall be made during official working hours: between 7h30-15h00.
- 7.3 The department will not incur costs for returned items that do not meet the specification
- 7.4 Failure to deliver within the stipulated delivery period, will lead to goods sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.
- 7.5 Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.

8. **PAYMENT PROCESSES**

- 8.1 Service providers Invoice will only be accepted upon delivery of satisfactory performance
- 8.2 Payments will be affected within thirty (30) days from date of receipt of the invoice.

9. **EVALUATION OF BIDS**

- 9.1 Evaluation of all bids received on the date and time of closure will be done in accordance with provisions of the following two (02) phases:
- 9.1.1 Administrative Compliance
- 9.1.2 Price and B-BBEE Scoring **(80/20)**

9.2 **Administrative Compliance**

The Limpopo Department of Social Development has prescribed administrative requirements that must be met by the bidders.

9.2.1 Bidders shall take note of the following guidelines:

- (a) Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.
- (b) In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.
- (c) Naming of the bidding company must be consistent in the bid document.
- (d) CSD report and any other document perceived to be important regarding the identification of the bidder.
- (e) In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

9.3 The bid document is made up of the following DSD forms:

- 9.3.1 DSD 1: Invitation to bid
- 9.3.2 DSD 3.1: Pricing schedule-firm prices
- 9.3.3 DSD 4: Bidders Disclosure
- 9.3.4 DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2017

9.4 Administrative Compliance:

9.4.1 Bids will be evaluated on the basis of the following administrative compliance elements:

- (a) Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
- (b) Use of tipex in the bid document will lead to the disqualification of the bid.
- (c) Completion of bid document must be in black or blue ink. (Completion in pencil or red ink will disqualify the bid).
- (d) Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

9.4.2 Consortia / Joint Ventures / Partnership:

- 9.4.2.1. Over and above compliance with requirements listed in 11.5 above, the following must also be complied with by consortia and joint ventures entities:

- 9.4.2.2. Submission of duly signed agreement with clear responsibilities of each party.
- 9.4.2.3. Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.
- 9.4.2.4. Faxed or e-mailed or late bids **WILL NOT BE ACCEPTED.**

9.5 Mandatory requirement

- 9.5.1. Only bidders with CIDB Grade 4ME or higher will be considered

10.5.2. The bidder(s) proposal may be disqualified for non-submission of any of the documents required as per the table below.

Documents that must be submitted	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.1	Yes	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies.
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if a B-BBEE Certified certificate issued by SANAS, sworn affidavit certificate issued by Companies and intellectual Property Commission (DTI) is attached.
B-BBEE Certificate/ Sworn Affidavit	No	Bidders should submit certified copies of valid B-BBEE status level verification certificates Accredited by SANAS or original sworn affidavit or certified certificate issued by Companies and intellectual Property Commission (DTI)

		thereof together with their tenders to substantiate their B-BBEE rating claims. Failure to submit will lead to zero (0) score on BBEE points
CIDB Grade 4ME or higher	Yes	Valid proof of bidders 4ME or higher must be submitted with the proposal.
Proof of financial capacity	Yes	Valid proof of financial capability issued by any financial institution to the monetary value of R500 000.00 authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor must be attached.
Bidders must ensure that they meet the following requirements before the bid can be awarded:		
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”	
Identity number (s) or directors	Must all be active	
Business registration	Entity must be in business	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document	
In the service of the state status	Bid will not considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive	

	authority to do remunerative work outside public service and to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

9.6. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

- 9.6.1.** This bid shall be evaluated in terms of the 80/20 preference points system
- 9.6.2.** Bidders must submit a B-BBEE verification Certificate from a verification Agency accredited by the South African National Accreditation System (SANAS).
- 9.6.3.** In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit.
- 9.6.4.** Certified certificate issued by Companies and intellectual Property Commission (DTI).
- 9.6.5.** Should bidder(s) fail to submit the valid B-BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 9.6.6.** Points shall be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Price	-	80 points
B-BBEE Status Level of Contribution	-	20 points
Total	-	100 points

10. PRICING INSTRUCTIONS

- 10.1. All prices charged must be inclusive of business overheads, applicable taxes, (No delivery cost may be claimed separately) and **VAT**. NB: **Successful bidder(s) who are not registered for VAT at the time of bidding must register as required by law immediately after award.**
- 10.2. **All prices should include supply, delivery, installation, and commissioning of new equipment to departmental institutions.**
- 10.3. Bidders must quote for all items under this bid and those who do not quote for all items shall be disqualified.
- 10.4. **Pricing must include one (1) year warranty on all items.**
- 10.5. **Pricing must also include three (3) year maintenance plan on all items**
- 10.6. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 10.7. Bidders are advised to take into consideration all factors affecting prices for the duration of the contract. Application for price adjustment will not be considered.
- 10.8. The service provider will also be expected to decommission the old equipment.
- 10.9. Bidders to take note that the department shall complete the process of evaluation and award in a period of ninety days (90) days, therefore their prices should consider inflationary fluctuations.

11. PRICING STRUCTURE

POLOKWANE WELFARE COMPLEX				
No	Type	Description	Quantity	Price
1	Steam Jacketed tilting pot with variable speed mixer	A single unit model with a self-generating steam unit. Electrically heated. Power Consumption: 19kW (30 Amps) per phase. Voltage: 400V	1	R.....
2	Tilting pan 80lt	Size; 1380 x 860 x 1240mm Crated weight: 218 kg Dimensions: 1310 x 785 915mm (H) Electrical Load: 15kw, 400v, 3 Phase, Neutral and Earth	1	R.....

		Thermostatically controlled from 50°C – 250°C		
3	Solid top Electrical Range with Oven	Top place controlled by heavy duty three position switches Dimensions: 100 x850 x910mm(H), weight 332kg	1	R.....
4	Boiling table gas 6 burner	Dimensions: 1100 x 800 x 900 features: Top made from 1.6mm grade 430v st/steel body manufactured from 0.9mm grade 430 st/steel Optional Extras: Body and top section can be manufactured from 304 s/steel Specifications: No of burners: 6 burners: Gas pressure: LPG: 2.7Kpa. Gas consumption: 3.84kg/Hr.	1	R.....
5	Hydro boil 25lt	Instant boiling water 24 hours a day, designed to operate within 3°C of boiling point. New energy conserving "Cool Touch" tap provides fingertip control, reduces heat loss, and saves energy. Two-way tap control for precision filling of cups, locks on for filling pots. Fully automatic, Steam free, Optional filtration system.	1	R.....
6	36.3kg heavy duty industrial microprocessor	(Quantum gold) controlled (self-heating) washer extractor with medium speed extract (200g). suitable for 380-volt electricity supply. Machine dimensions: (w x d x h) 1054 mm x 1321 mm x 1444mm Weight: 610kg	1	R.....

7	Heavy duty industrial microprocessor-controlled tumble dryer	23kg Heavy duty industrial microprocessor-controlled tumble dryer. Suitable for 380-volt electricity supply. Machine dimensions: w x d x h 981 mm x 1194 mm x 1946 mm Weight: 247 kg	1	R.....
8	Decommissioning of old equipment			
9	Certificate Of correctness Electrical			
10	Certificate Of correctness Plumbing COC			
PRICE EXCLUDING VAT				R.....
VAT (15%)				R.....
TOTAL PRICE				R.....

SEKUTUPU OLD AGE HOME				
No	Type	Description	Quantity	Price
1	36.3kg heavy duty industrial microprocessor	(Quantum gold) controlled (self-heating) washer extractor with medium speed extract (200g). suitable for 380-volt electricity supply. Machine dimensions: (w x d x h) 1054 mm x 1321 mm x 1444mm Weight: 610kg	1	R.....
2	Boiling table gas 6 burner	Dimensions: 1100 x 800 x 900 features: Top made from 1.6mm grade 430v st/steel body manufactured from 0.9mm grade 430 st/steel Optional Extras: Body and top section can be manufactured from 304 s/steel Specifications: No of burners: 6 burners: Gas pressure: LPG: 2.7Kpa. Gas consumption: 3.84kg/Hr.	1	R.....

3	Solid top Electrical Range with Oven	Top place controlled by heavy duty three position switches Dimensions: 100 x850 x910mm(H), weight 332kg	1	R.....
4	Tilting pan 80lt	Size; 1380 x 860 x 1240mm Crated weight: 218 kg Dimensions: 1310 x 785 915mm (H) Electrical Load: 15kw, 400v, 3 Phase, Neutral and Earth Thermostatically controlled from 50”c – 250”c	1	R.....
5	Combi steamers stand	Combi steamers stand, suitable for fagor 6/10 pan models. Dimensions: width 720 mm x 650 mm weight: 35 kgs.	1	R.....
6	Steam Jacketed tilting pot with variable speed mixer	A single unit model with a self- generating steam unit. Electrically heated. Power Consumption: 19kW (30 Amps) per phase. Voltage: 400V	1	R.....
7	Tray meal delivery cart	Tray meal cart fits 30 each 14" x 18" (36 x 46 cm) trays. Fits 30 each 15" x 20" (38 x 51,5 cm) trays. Features six heavy-duty non- marking nylon casters (2 rigid, 4 swivels with brake).	1	R.....
8	Decommissioning of old equipment			R.....
9	Certificate Of correctness Electrical			R.....
10	Certificate Of correctness Plumbing COC			R.....
PRICE EXCLUDING VAT				R.....
VAT (15%)				R.....
TOTAL PRICE				R.....

MTSETWENI CHILD AND YOUTH CARE CENTRE

No	Type	Description	Quantity	Price
1	36.3kg heavy duty industrial microprocessor	(Quantum gold) controlled (self-heating) washer extractor with medium speed extract (200g). suitable for 380-volt electricity supply. Machine dimensions: (w x d x h) 1054 mm x 1321 mm x 1444mm Weight: 610kg	1	R.....
2	Heavy duty industrial microprocessor-controlled tumble dryer	X23kg Heavy duty industrial microprocessor-controlled tumble dryer. Suitable for 380-volt electricity supply. Machine dimensions: w x d x h 981 mm x 1194 mm x 1946 mm Weight: 247 kg	1	R.....
3	Solid top Electrical Range with Oven	Top place controlled by heavy duty three position switches Dimensions: 100 x850 x910mm(H), weight 332kg	1	R.....
4	Hydro boil 25lt	Instant boiling water 24 hours a day, designed to operate within 3Â°C of boiling point. New energy conserving "Cool Touch" tap provides fingertip control, reduces heat loss, and saves energy. Two-way tap control for precision filling of cups, locks on for filling pots. Fully automatic, Steam free, Optional filtration system.	1	R.....
5	Decommissioning of old equipment			R.....
6	Certificate Of correctness Electrical			R.....

7	Certificate Of correctness Plumbing COC	R.....
PRICE EXCLUDING VAT		R.....
VAT (15%)		R.....
TOTAL PRICE		R.....

THOHOYANDOU CHILD AND YOUTH CARE CENTRE				
No	Type	Description	Quantity	Price
1	Solid top Electrical Range with Oven	Top place controlled by heavy duty three position switches Dimensions: 100 x850 x910mm(H), weight 332kg	1	R.....
2	Tilting pan 80lt	Size; 1380 x 860 x 1240mm Crated weight: 218 kg Dimensions: 1310 x 785 915mm (H) Electrical Load: 15kw, 400v, 3 Phase, Neutral and Earth Thermostatically controlled from 50°c – 250°c	1	R.....
3	Hydro boil 25lt	Instant boiling water 24 hours a day, designed to operate within 3Â°C of boiling point. New energy conserving "Cool Touch" tap provides fingertip control, reduces heat loss, and saves energy. Two-way tap control for precision filling of cups, locks on for filling pots. Fully automatic, Steam free, Optional filtration system.	1	R.....
4	Decommissioning of old equipment			R.....
5	Certificate Of correctness Electrical			R.....

6	Certificate Of correctness Plumbing COC	R.....
PRICE EXCLUDING VAT		R.....
VAT (15%)		R.....
TOTAL PRICE		R.....

TUBATSE CHILD AND YOUTH CARE CENTRE				
No	Type	Description	Quantity	Price
1	Solid top Electrical Range with Oven	Top place controlled by heavy duty three position switches Dimensions: 100 x850 x910mm(H), weight 332kg	1	R.....
2	Tumble dryer	X23kg Heavy duty industrial microprocessor-controlled tumble dryer. Suitable for 380-volt electricity supply. Machine dimensions: w x d x h 981 mm x 1194 mm x 1946 mm Weight: 247 kg	1	R.....
3	36.3kg heavy duty industrial microprocessor	(Quantum gold) controlled (self-heating) washer extractor with medium speed extract (200g). suitable for 380-volt electricity supply. Machine dimensions: (w x d x h) 1054 mm x 1321 mm x 1444mm Weight: 610kg	1	R.....
4	Decommissioning of old equipment			R.....
5	Certificate Of correctness Electrical			R.....
6	Certificate Of correctness Plumbing COC			R.....
PRICE EXCLUDING VAT				R.....
VAT (15%)				R.....
TOTAL PRICE				R.....

Description	Total Bid Price (All Inclusive)
Supply, delivery, installation and commissioning of industrial machinery and equipment at Limpopo Department of Social Development institutions	R.....

DELIVERY ADDRESSES

INSTITUTIONS	DELIVERY POINT
Polokwane Welfare Complex	Capricorn District (Polokwane)
Tubatse Child and Youth Care Centre	Sekhukhune District (Next to Dilokong Hospital)
Sekutupu Old Age Home	Capricorn District (Zebediela)
Mtsetweni Child and Youth Care Centre	Mopani District (Giyani)
Thohoyandou Children's home	Vhembe District (Thohoyandou)

10. CONTACT DETAILS

TECHNICAL ENQUIRIES	ADMINISTRATION
Monyamane E M Director: Polokwane Welfare Complex Department of Social Development Tel: 015 283 1183 or 066 306 2199 Email: MonyamaneEM@dsd.limpopo.gov.za	Seopa P.A Assistant Director: Demand and Acquisition Department of Social Development Tel: 015 230 4440/ 079 699 2308 E-mail: SeopaPA@dsd.limpopo.gov.za