

**IPHONDO
LEMPUMA-KOLONI**



**PROVINCE OF
THE EASTERN CAPE**

Department of Rural Development and Agrarian Reform

CONTRACT NO: SCMU8-20/21-0179 C

**ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS,
SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT**

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
COMPULSORY CLARIFICATION MEETING	N/A
CLOSING DATE:	26 FEBRUARY 2021
CLOSING TIME:	11:00 am
TOTAL BID PRICE INCLUSIVE OF APPLICABLE TAXES	R

Issued by:

Province of the Eastern Cape
Department of Rural Development and Agrarian Reform
Private Bag X1009
Aliwal North
9750

Prepared by:

ACQUISITION MANAGEMENT
Private Bag X 1006
ALIWAL NORTH
9750

For Technical Assistance:
Mr. A Dyantyi: 051 633 1710 / 082 3107162
For SCM Enquiries:
Mrs. N Mbebe-Masabalala: 051 633 1766 / 082 816 9959



Province of the
EASTERN CAPE
RURAL DEVELOPMENT AND AGRARIAN REFORM

Supply Chain Management, Private Bag X1006, ALIWAL NORTH, 9750

Website: www.agr.ecprov.gov.za

ALL SUPPLIERS / SERVICE PROVIDERS

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

National Treasury is in the process of establishing a Central Supplier Database which will result in one single database to serve as the source of all supplier information for all spheres of government.

The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes. Our current database will slowly be phased out.

Suppliers will register themselves electronically via the CSD site – www.csd.gov.za. Once information has been verified with external data sources, a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. Automatic re-verification of relevant supplier data against SARS, CIPC etc. will be done regularly (daily, weekly, monthly, etc.) as required.

Suppliers will be required to select their industry classification as well as the commodities they supply per locations, Automated distribution of supplier information to organs of state will be done based on supplier type, supplier location, B-BBEE and commodities information.

Suppliers are advised to register themselves on the new CSD Database as soon as possible.

Please refer to the Fact Sheet for further information.

Kind regards

Acquisition Management
Department of Rural Development and Agrarian Reform
Joe Gqabi District

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

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CHECK LIST

Please ensure that all the following documents have been submitted with your quotation / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
Proof of registration on CSD as well as your Unique Registration Number	
Copy of Company Registration Documents (CK1 / CK2 for Closed Corporations, CM1 / CM2 for Companies, CR forms for Co-operatives etc)	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
Copies of Identity Documents of all owners of the company	
VAT Number if a registered Vat Vendor (Compulsory if you have an annual turnover of more than R1 000 000.00).	
Letter from a registered medical doctor giving details of the disability when claiming disability points	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
Section 2: ECBD 1 Invitation to Bid	
Section 5: 1. Pricing schedule should be completed in full.	
Section 6: 1. Certificate of authority for signatory must be completed and signed in full.	
2. ECBD 3.1 must be filled in completely.	
3. Schedule of work carried out by the bidder must be completed.	
4. Equity Ownership Declaration must be completed and signed in full.	
5. All ECBD documents must be completed, signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

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SECTION 1

SPECIAL CONDITIONS TO CONTRACT

1	<p>ECBD Forms The preference claims and other relevant forms (ECBD Forms), if attached, shall be completed, signed and submitted with the quotation. Documentary proof to substantiate points claimed should be handed in with the quotation.</p>
2	<p>Specifications Where items are specified in detail, the specifications form an integral part of the quotation document and service providers shall indicate in the space provided whether the items offered are to specification or not. Failure to complete will automatically disqualify the quotation for any further consideration.</p> <p>In respect of the paragraphs where the items offered are strictly to specification, service providers shall insert the words "as specified".</p> <p>In cases where the items are not to specification, the deviations from the specifications shall be indicated.</p>
3	<p>Unit Prices The quotation prices shall be given in the unit shown.</p>
4	<p>Total Price Quotation prices for goods and services where installation / erection / assembly is a requirement, shall include all costs and VAT. The cost of delivery to site shall also be included in the total price.</p>
5	<p>Fax / Emailed submissions Unless specifically provided for in the quotation document, no quotations transmitted by e-mail, fax or similar apparatus shall be considered.</p>
6	<p>ECBD 1 Failure on the part of the service provider to sign this quotation form (ECBD1) and thus to acknowledge and accept the conditions in writing or to completed the attached forms, questionnaires and specifications in all respects, may invalidate the quotation.</p>
7	<p>Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
8	<p>Submitting a tender offer Submit a tender offer to provide the whole of the works, services or supply identified in document.</p> <p>Return all returnable documents to the employer after completing them in their entirety, by writing in black ink.</p> <p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>The quotation forms should not be retyped.</p> <p>Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked.</p>
9	<p>Signing of the Document The quotation must be signed by one duly authorized to do so. In the case of a quotation being submitted on behalf of a company, close corporation, partnership or joint venture, such quotation shall be accompanied by a certified copy of a resolution of the board of directors of such company, close corporation or other suitable authority in the case of a partnership or joint venture, in terms of which the nominee is authorised to sign on behalf of the business entity.</p>
10	<p>Checking the Document The service provider shall satisfy himself that the documents received are correct complete and sufficient to be the basis of a <i>bona fide</i> quotation. Service providers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a services provider not accept that the documents issued can form the basis of a <i>bona fide</i> quotation the SCM unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of quotation. The submission of a <i>bona fide</i> quotation shall absolve the employer from any liability whatsoever for any error in a quotation due to the foregoing.</p>

11	<p>Eligibility Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals.</p>
12	<p>Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
13	<p>Cost of tendering Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements or cost of quote / bid documents. The deposit on quote / bid documents will not be refunded.</p>
14	<p>Joint Venture The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved. If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honouring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p>
15	<p>The employer's right to accept or reject any tender offer The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
16	<p>Closing time Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.</p>
17	<p>Tender offer validity Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.</p>
18	<p>A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.</p>
19	<p>ECBD 6.2 Local Content. If Local content is a requirement of this quotation, quotations will only be considered further if ECBD 6.2 and Annexure C are completed in full and the Local Content percentage in Annexure C is equal to or higher than the minimum percentage stated in this document.</p>
20	<p>Clarification Meeting The bidder must be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. If the bidder or his representative does not attend the clarification meeting, the Employer reserves the right to disqualify his bid. Late arrival of bidders at the clarification meeting will nullify your bid / quotation.</p>
21	<p>Allowance for contract price adjustment Due to the limited contract period of the contract, there will be no allowance for Contract Price Adjustment.</p>
22	<p>Evidence of past experience Bidders shall fill in details of work previously and successfully executed by them of a similar nature to that for which this bid is being submitted in the Form provided in this document. In the case of joint ventures or consortiums, the work experience of each firm is to be submitted. Failure to provide this information may deem the bid as being submitted by an inexperienced bidder and it may be rejected for such reason.</p>
23	<p>Declaration of good standing regarding tax Tax Clearance Certificates will be verified with SARS.</p>
24	<p>Bid Acceptance The Employer does not bind himself to accept the lowest or any bid.</p>
25	<p>Delivery In cases when suppliers are requested to quote for delivery, delivery should include suppliers labour to off-load inputs or supplier to compensate local labour for off-loading.</p>
26	<p>Free Documents will only be available in an electronic format. Service providers to print the document.</p>
27	<p>Changes to the Document</p>

	Any changes made to the document will render the document null and void and it will not be considered further.
28	<p>VAT Registration Suppliers quoting / bidding on projects over R1 million must be VAT registered.</p> <p>Departmental Circular 11 of 2006 states: "The Department will not pay tax to companies who have not registered as VAT vendors or companies who do not display their VAT Registration Number on their Tax Invoices, even if they have registered as a VAT vendor because companies / suppliers that have not registered as VAT vendors or those that don't display their VAT Registration Numbers on the invoices are not allowed to charge VAT."</p>
29	Vetting of suppliers will be done in respect of capacity, past experiences and financial capabilities.
30	Proof of registration on CSD must be attached as well as your Unique Number.
31	<u>Tenders will NOT be opened in public due to the Covid-19 pandemic and to adhere to Social Distancing, opening registers will be posted on the notice board at DRDAR Aliwal North and can be e-mailed to bidder on written request.</u>
32	These conditions form part of the quotation and failure to comply therewith may invalidate a quotation.

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EQUIPMENT – JOE GQABI DISTRICT**

SECTION 2

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

CONTRACT NO. SCMU8-20/21-0179 C

ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT

BID NOTICE

Bids are hereby invited from experienced contractors for the **ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT**.

Bid documents will be available in soft copy as from 12 February 2021 at 13h00. You can contact the following officials: melanie.nel@drdar.gov.za (Cell 079 266 6620) or shawn.kortje@drdar.gov.za (Cell 071 671 2411)

The completed tender document and any supporting documentation shall be placed in a sealed envelope clearly marked **“CONTRACT NO: SCMU8-20/21-0179 C ” ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT** and deposited in the Tender Box at:

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM
Block D, Ground Floor
2 Aliwal Street
ALIWAL NORTH

not later than 11:00 on **26 FEBRUARY 2021** when bids will be opened in public.

Bidders must take particular note of the following:

1. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.
2. Targeted procurement using 80:20 points policy will apply where 80 points will be awarded for price and functionality, and 20 points awarded for B-BBEE Status.
3. All prospective bidders must be registered with Provincial Treasury on the Eastern Cape Centralized Electronic Suppliers Database before the closing date of the bid. Companies not registered can be disqualified. Companies should also be registered on LOGIS.
4. Tax Clearance Certificates will be verified with SARS. (It is compulsory for companies with a turnover of more than R1 000 000.00 per annum to register for VAT).
5. Companies bidding for projects over R1 million must be VAT registered.
6. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
7. Vetting of suppliers will be done in respect of capacity, past experiences and financial capabilities.
8. A Service Level Agreement must be signed with the Department before the order is issued.
9. If specifications are not adhered to, the Department reserves the right to terminate the contract.
10. Suppliers and Service Providers are to provide references to confirm previous goods or services contract of a similar nature were completed satisfactorily.

Tenders will NOT be opened in public due to the Covid-19 pandemic and to adhere to Social Distancing, opening registers will be posted on the notice board at DRDAR Aliwal North and can be e-mailed to bidder on written request.

The Department will not entertain any late submissions. Closing time is 11h00 on the **26 FEBRUARY 2021**. All bids shall hold good for 90 (ninety) days after closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to: Mr A Dyantyi: 051 633 1710 / 082 3107162

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INVITATION TO BID (ECBD 1)

SECTION 3

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BID NUMBER: **SCMU8-20/21-0179 C** CLOSING DATE: **26 FEBRUARY 2021** CLOSING TIME: **11:00**

DESCRIPTION: **ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT**

The successful bidder will be required to fill in and sign a written Contract Form (ECBD 7).

BID DOCUMENTS MAY BE POSTED TO: DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM
Private Bag X 1006
ALIWAL NORTH
9750

OR DEPOSITED IN THE BID BOX SITUATED AT: **Ground Floor, Block D**
2 Aliwal Street, ALIWAL NORTH, 9750

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open during working days from 08:00 to 16:00

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
 POSTAL ADDRESS
 STREET ADDRESS
 TELEPHONE NUMBER CODE.....NUMBER.....
 CELLPHONE NUMBER
 FACSIMILE NUMBER CODENUMBER.....
 E-MAIL ADDRESS
 VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (ECBD 2)? YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (ECBD 6.1)? YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box below)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 OFFERED BY YOU? YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

AMOUNT IN WORDS

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM
PRIVATE BAG X1006
ALIWAL NORTH
9750

Contact Person: Mrs. N Mbebe-Masabalala

Tel: 051 6331 766

Fax: 051 6332 060

E-mail address: Nompumelelo.Mbebe@drdar.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. A. Dyantyi

Tel: 051 633 1710 / 082 3107162

Fax: 051 633 2060

E-mail address: Ayanda.Dyantyi@drdar.gov.za

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TERMS OF REFERENCE

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SPECIFICATIONS



ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT

1. BACKGROUND

The Department of Rural Development and Agrarian Reform seeks services from a suitable agricultural service provider for acquisition, supply and delivery of Organic Vegetable Production Inputs, supporting tools and equipment.

2. SCOPE OF WORK

The Agricultural service provider is requested for acquisition of **unused, fresh & non-expired goods**, which **must be** able to reach and meet the specifications as per table 1 below.

TABLE 1: List of items to be supplied in JOE GQABI (Elundini, Senqu, Walter Sisulu Local Municipalities)

JOE GQABI ORGANIC FARMING PROJECTS 2021

SEEDLINGS				
Local Municipality /Delivery Office	Item description	Item Specification	Unit size	Quantity
Senqu, Walter Sisulu and Elundini	Cabbage Seedlings	400 seedling per bale Similar or equivalent to Green Star 3301	400 seedlings (bale)	30
Senqu, Walter Sisulu and Elundini	Spinach Seedlings	400 seedling per bale similar or equivalent to Luccullus	400 seedlings (bale)	40
Senqu, Walter Sisulu and Elundini	Onion Seedlings	400 seedlings per bale similar or equivalent to Australian brown	400 seedlings (bale)	40
Senqu, Walter Sisulu and Elundini	Beetroot Seedlings	400 seedlings per bale similar or equivalent to Star 1105	400 seedlings (bale)	20
SEED				
Local Municipality /Delivery Office	Item description	Item Specification	Unit size	Quantity
Senqu, Walter Sisulu and Elundini	Butternut Seed	Produce a cylindrical fruit that often bulges around the seed cavity similar or equivalent to Waltham	2 kg	12

GARDEN TOOLS/EQUIPMENT

Local Municipality /Delivery Office	Item description	Item Specification	Unit of measure	Quantity
Senqu, Walter Sisulu and Elundini	Garden Fork spade	<ul style="list-style-type: none"> • Five prong metal fork teeth • SABS approved • Steel handle assembled 	Each	20
Senqu, Walter Sisulu and Elundini	Garden Spade	<ul style="list-style-type: none"> • SABS approved • Steel shaft of at least 660mm • Handle affixed to the head • Blade size must be suitable and durable for heavy duty gardening 	Each	20
Senqu, Walter Sisulu and Elundini	Garden Rake	<ul style="list-style-type: none"> • Garden rake 16 tooth all steel • SABS approved • Steel handle assembled 	Each	20
Senqu, Walter Sisulu and Elundini	Hoe heads and handles	<ul style="list-style-type: none"> • SABS approved • Hoe blade with wooden handle assembled • Blade must be raised neck 700g 	Each	20
Senqu, Walter Sisulu and Elundini	Watering can	<ul style="list-style-type: none"> • SABS approved • Plastic watering can with sprinkler head fitting snugly to nozzle • Capacity of 10 litre 	Each	20
Senqu, Walter Sisulu and Elundini	Wheelbarrow	<ul style="list-style-type: none"> • SABS approved • Gardening wheelbarrow (fully assembled) • Pan must be made of steel with black frame • Minimum capacity of 65 Litre 	Each	12

DETAILS OF DELIVERY PER LOCAL MUNICIPALITY

Local Municipality /Delivery Office	Item description	Item Specification	Quantity
Senqu	Cabbage Seedlings	400 seedlings per bale Similar or equivalent to Green Star 3301	5
Walter Sisulu			15
Elundini			10
Senqu	Spinach Seedlings	400 seedlings per bale similar or equivalent to Luccullus	10
Walter Sisulu			18
Elundini			12
Senqu	Onion Seedlings	400 seedlings per bale similar or equivalent to Australian brown	10
Walter Sisulu			18
Elundini			12
Senqu	Beetroot Seedlings	400 seedlings per bale similar or equivalent to Star 1105	5
Walter Sisulu			9
Elundini			6

Local Municipality /Delivery Office	Item description	Item Specification	Quantity
Senqu	Butternut Seed	Produce a cylindrical fruit that often bulges around the seed cavity similar or equivalent to Waltham	2
Walter Sisulu			6
Elundini			4

Local Municipality /Delivery Office	Item description	Item Specification	Quantity
Senqu	Garden Fork spade	<ul style="list-style-type: none"> • Five prong metal fork teeth • SABS approved • Steel handle assembled 	5
Walter Sisulu			9
Elundini			6
Senqu	Garden Spade	<ul style="list-style-type: none"> • SABS approved • Steel shaft of at least 660mm • Handle affixed to the head • Blade size must be suitable and durable for heavy duty gardening 	5
Walter Sisulu			9
Elundini			6
Senqu	Garden Rake	<ul style="list-style-type: none"> • Garden rake 16 tooth all steel • SABS approved • Steel handle assembled 	5
Walter Sisulu			9
Elundini			6
Senqu	Hoe heads and handles	<ul style="list-style-type: none"> • SABS approved • Hoe blade with wooden handle assembled • Blade must be raised neck 700g 	5
Walter Sisulu			9
Elundini			6
Senqu	Watering can	<ul style="list-style-type: none"> • SABS approved • Plastic watering can with sprinkler head fitting snugly to nozzle • Capacity of 10 litre 	5
Walter Sisulu			9
Elundini			6
Senqu	Wheelbarrow	<ul style="list-style-type: none"> • SABS approved • Gardening wheelbarrow (fully assembled) • Pan must be made of steel with black frame • Minimum capacity of 65 Litre 	2
Walter Sisulu			6
Elundini			4

DELIVERY POINTS

DELIVERY POINTS	POINT	CONTACT PERSON	CONTACT NUMBER
SENQU	DRDAR offices in Sterkspruit	Mr. Mawethu Ngqola	0835670161
Walter Sisulu	DRDAR offices in Aliwal North	Mr. Ntandazo Polisi	0835670820
Elundini	DRDAR offices in Mount Fletcher.	Mr. Siyabulela Nomandla	0795001633

3. TERMS AND CONDITIONS

- a. No late or incomplete responses will be accepted
- b. Suppliers must ensure that no services are rendered or goods delivered without written confirmation from DRDAR
- c. Only bidders who are registered on CSD as agricultural service provider or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must complete the CSD application online, prior the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with. Kindly note that you need to have a working email address, working cell phone, the company registration details and Tax Clearance PIN obtained from SARS.
- d. Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.
- e. Bidders must be registered and active on LOGIS
- f. SANAS accredited B-BBEE Certificate for generic companies or certified copy of sworn affidavit must be attached for Exempted Micro Enterprise and Qualifying Small Enterprises.
- g. All prices must be firm prices and VAT inclusive
- h. The awarding of bid will be subject to the Agricultural service provider 's express acceptance of the Supply Chain Management general contract conditions;

4. SPECIAL CONDITIONS

- Bidders responding to this bid **MUST** be registered on CSD commodity (Industrial Classification/ Main Group – Agriculture, Forestry and Fishing).
- The above mentioned industrial classification **MUST** have share of annual turnover above 40%.

5. EVALUATION CRITERIA

The evaluation of the bids will be done in a two-stage process; Stage 1 (Administrative Compliance Requirements (completion or attachment of Compulsory documents) and Stage 2 (Price and BBEE Preference Points).

Stage 1 (Administrative compliance)

1. Declaration of Interest form (ECBD 4)
2. Signing of Declaration of Bidder's Past Supply Chain Management Practices (ECBD 8);
3. Certificate of Independent Bid Determination (ECBD 9);
4. Compliance to Special Condition (Bullet 4.)

Bids that do not comply with the above administrative compliance criteria, and or fail to adhere requirements may be disqualified and will not be considered for the next stage of the evaluation.

Stage 2

Price and Preference Points Evaluation

The second stage of evaluation will be on price points (80) and preference points (20) only.

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Preference point system	20
Preference points (B-BBEE status level contribution)	
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0
Total points	20

**PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

CONTRACT NO. SCMU8-20/21-0179 C

**ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND
EQUIPMENT – JOE GQABI DISTRICT**

SECTION 5

SCHEDULE OF QUANTITIES

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT

NB: PLEASE CONSULT PAGES 17 TO 20 FOR THE QUANTITY AND SPECIFICATIONS AS REQUIRED

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Seedlings as per specifications				
A1	Senqu Municipality	400 seedlings (bale)	130	.....	.....
A2	Walter Sisulu Municipality	400 seedlings (bale)	130	.....	.....
A3	Elundini Municipality	400 seedlings (bale)	130	.....	.....
B	Seeds as per specifications				
B1	Senqu Municipality	2kg	12	.....	.....
B2	Walter Sisulu Municipality	2kg	12	.....	.....
B3	Elundini Municipality	2kg	12	.....	.....
C	Garden Tools / Equipment as per specifications				
C1	Senqu Municipality	Each	112	.....	.....
C2	Walter Sisulu Municipality	Each	112	.....	.....
C3	Elundini Municipality	Each	112	.....	.....
B	DELIVERY (as per delivery points on page 20)				.....
C	Vat (15%) – if applicable				.....

Total bid price inclusive of applicable taxes:

TOTAL AMOUNT PAYABLE (in words)
.....
.....
.....
.....
.....

I/we choose *domicilium citandi et executandi* at (means the place at which a summons or any legally required notices can be served on you or deemed to have been served on you should a dispute arise)

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

In the Republic of South Africa

SIGNED

NAME OF SIGNATORY (IN CAPITALS)

SIGNED ON THIS THE DAY OF OF THE YEAR.....

ON BEHALF OF.....

CONTACT NO.FAX.....

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

CONTRACT NO. SCMU8-20/21-0179 C

**ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND
EQUIPMENT – JOE GQABI DISTRICT**

SECTION 6

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

CONTRACT NO. SCMU8-20/21-0179 C

ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT

FORMS (ANNEXURES) TO BE COMPLETED BY THE BIDDER - CONTENTS

<u>FORM NO</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
A.	CERTIFICATE OF SIGNATORY	23
ECBD 2	TAX CLEARANCE INFORMATION	24
ECBD 3.1	PRICING SCHEDULE – FIRM PRICES	25
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ECBD 6.1	PURCHASES	29
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ECBD 8	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	38
ECBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	40
D.	PAST EXPERIENCE	43

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

ALL ECBD DOCUMENTS MUST BE COMPLETED, SIGNED IN FULL AND WITNESSED. FAILURE TO DO SO MAY RESULT IN THE QUOTATION / BID BEING ELIMINATED.

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

“ By resolution of the board of directors passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorized to sign all documents in connection with the bid for **Contract No. SCMU8-20/21-0179 C** and any Contract that may arise therefrom on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

THIS PAGE MUST BE COMPLETED IN FULL

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate is therefore no longer needed to be attached in the bid.

ECBD 3.1 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 **SCMU8-20/21-0179 C**

Closing Time & Date: **11:00 on 26 FEBRUARY 2021**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1.	Required by:	Department of Rural Development and Agrarian Reform	
2.	Deliver as per	Bill of Quantities.	
3.	Purchase requirements:	ACQUISITION OF ORGANIC VEGETABLE PRODUCTION INPUTS, SUPPORTING TOOLS AND EQUIPMENT – JOE GQABI DISTRICT	R
4.	Does offer comply with specification?		YES/NO
5.	If not to specification, indicate deviation(s)		.....
6.	Period required for delivery		.....
7.	State whether delivery is FIRM / NOT FIRM		.....
8.	Delivery basis (all delivery costs must be Included in the bid price)		.....

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

.....
SIGNATURE

.....
DATE

ECBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

- "State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars: If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

ALL ECBD DOCUMENTS MUST BE COMPLETED, SIGNED IN FULL AND WITNESSED. FAILURE TO DO SO MAY RESULT IN THE QUOTATION / BID BEING ELIMINATED.

ECBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 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:

	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;

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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		

7.2 CESSIONS

Will you have a cession with ECDC?

(Tick applicable box)

YES		NO	
-----	--	----	--

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES
1.
2.

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____ Date: _____

Commissioner of Oaths

Signature & Stamp

HDI STATUS REPORT

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO
(IF DISABLED, PLEASE ATTACH A MEDICAL CERTIFICATE)

LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of Provincial procurement should be spent on goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

NAME MANUFACTURER	OF	ITEM DESCRIPTION	LOCATION

I,.....in my capacity as

.....of
commit in procuring/sourcing the required goods from local manufacturers within the Eastern Cape Province where available.

I accept that the Department of Rural Development and Agrarian Reform may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ECBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MAN PRACTICES

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of it's directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of it's directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www. treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so furnish particulars:		
4.3	Was the bidder or any of it's directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ALL ECBD DOCUMENTS MUST BE COMPLETED, SIGNED IN FULL AND WITNESSED. FAILURE TO DO SO MAY RESULT IN THE QUOTATION / BID BEING ELIMINATED.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium*³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

1D PAST EXPERIENCE 1 (PREVIOUS SUPPLY & DELIVERY)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name and contact number of the Employer, Engineer or Project Manager responsible for the project. Failure to complete this page may result in your bid being eliminated.

YEAR COMPLETED													
VALUE OF WORK													
NATURE OF WORK													
CONTACT PERSON (NAME & TEL NO)													
EMPLOYER (NAME & TEL NO)													

DATE **SIGNATURE OF TENDERER**
(of person authorised to sign on behalf of the Tenderer)

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

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.

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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 ills site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the condition, 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 obligation, of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or HODhanical 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.
- 5.2. 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.
- 5.3. 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.

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

8. Inspections, tests and analyses.

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at 'the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract 'on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing.

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in see, 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 see, the supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty.

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment.

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

17. Prices.

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

18. Contract amendments.

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

19. Assignment.

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

20. Subcontracts.

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

21. Delays in the supplier's performance.

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25 a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties.

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

23. Termination for default.

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights.

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such

provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure.

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

26. Termination for insolvency.

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

27. Settlement of Disputes.

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

28. 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 time, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language.

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law.

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices.

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties.

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.