



rural development & agrarian reform

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER OF ANIMAL FEED AND FODDER

CONTRACT NO: FAI8-20/21-0003

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
CLOSING DATE:	05 JULY 2021
CLOSING TIME:	11:00 am

ISSUED BY :

DEPARTMENT OF RURAL DEVELOPMENT
AND AGRARIAN REFORM
PRIVATE BAG X0040
BHISHO
5605

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TERMS OF REFERENCE

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF QUALIFIED SERVICE PROVIDERS TO SUPPLY AGRICULTURAL INPUTS: ANIMAL FEED AND FODDER

1. BACKGROUND

- 1.1. As part of revitalisation and commercialisation of agriculture in the Province, the Department of Rural Development and Agrarian Reform seeks to support the subsistence and smallholder producer towards productive and competitive provincial agriculture sector;
- 1.2. The Department is mandated to drive rural development, thus grow the rural economies through agriculture by ensuring that all producers and input suppliers continue to lead in local economic development of rural communities.
- 1.3. The Department is implementing Agriculture Economic Transformation Strategy to unlock agriculture potential of the province. The Department is supporting in all six (6) districts inclusive to two (2) metropolitan municipalities according to their natural resource potential.
- 1.4. The strategy of the Department is focussing at increasing household incomes, promoting commercialization of the smallholder farmers, increasing opportunities for skilled and relatively unskilled employment, and to increase food security.
- 1.5. The Department has therefore prioritized the need to assist resource-poor farmers with agricultural inputs in the form of animal feed and fodder.

2. OBJECTIVES

- 2.1. To establish a Panel of suitably qualified Agriculture Input Suppliers to engage in a three-year period (36 months) contract for the supply and delivery of agricultural inputs in the form of animal feed and fodder.
- 2.2. To ensure cost effective, timely and correct supply of agricultural inputs to resource-poor and emerging farmers.
- 2.3. To create sustainable food (crop and livestock) production in poverty-stricken rural communities.
- 2.4. To enable farmers/producers to improving their relationship with local suppliers and potential markets of their produce.

3. SCOPE OF SERVICES

- 3.1. The Department requires a panel of qualified service providers that will supply animal feed and fodder for the beneficiaries of the DRDAR in all districts of the Eastern Cape even in cases of emergency.
- 3.2. Ensure adherence of all inputs required in terms of quality and quantities.

- 3.3. Prompt delivery/availability of inputs required in order to avoid missing the timelines related to crop seasonal requirements.
- 3.4. All animal feed and fodder supplied to the Department for beneficiaries must be compliant with the requirements of the regulations of Fertilizers, Farm Feeds, Seeds and Stock Remedies Act 36 of 1947.
- 3.5. **Only certified complete ration shall be accepted.** Proof of certification must be provided where applicable when quotations are invited and/or upon delivery.
- 3.6. The specifications of all required animal feed and fodder that will be purchased from suppliers on this panel are indicated in table below:

Table 1: Specifications for Complete Animal Feed

ITEM	ITEM SPECIFICATION
Complete feeds	Complete ruminant feed
	Semi complete ruminant feed
	Broiler starter
	Broiler grower
	Broiler finisher
	Laying mash
	Chicken feed mix
	Pig starter
	Pig grower
	Pig finisher
	Boer and sow meal
	Sheep and goat pellets
	Dairy meal

Table 2: Specifications for fodder

ITEM	ITEM SPECIFICATION
Fodder	Yellow maize feed grade
	Lucerne hay (Square and round bales)
	Grass hay (Square and round bales)

Please select the commodity and district **(not more than two)** of your interest in the table below:

In the event of a limited number of service providers within a district, DRDAR reserves the right to approach service providers in proximity of the requirements.

Table 3: Breakdown of districts and commodities for the items listed above

DISTRICT	COMODITY	Select (Mark with an X)
Alfred Nzo	Complete feed	
	Fodder	
Amathole	Complete feed	
	Fodder	
Chris Hani	Complete feed	
	Fodder	
Joe Gqabi	Complete feed	
	Fodder	
OR Tambo	Complete feed	
	Fodder	

Sarah Baartman	Complete feed	
	Fodder	

4. COMPETENCY OF THE SERVICE PROVIDER

- 4.1. For evaluation processes the department will apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 4.2. The service provider must have an understanding of the agricultural sector with specific reference to the agricultural production inputs and production seasons within the Province.
- 4.3. The potential service provider will have to demonstrate a financial ability, which will not compromise timeous delivery of the required inputs and quantities.

6. PROJECT MANAGEMENT

- a. It will be expected from the service provider to commence with the work within two weeks (fourteen (14) days) of appointment. If there is a delay, reasons should be provided and agreed upon by both parties.
- b. The service provider will submit comprehensive delivery schedule for each expected delivery within seven (7) days after receiving a Government Purchase Order
- c. Relevant official in the department within seven (7) days must approve this comprehensive delivery schedule.
- d. In cases of emergency, the timeframes mentioned above do not apply. Timeframes will be determined and communicated during the procurement stage.

7. 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 service providers 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 and working cell phone.
- 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 Service Provider's express acceptance of the Supply Chain Management general contract conditions;

8. 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%.**

9. EVALUATION METHODOLOGY

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Stage 1 {(Administrative Compliance Requirements (completion or attachment of Compulsory documents))}, of the evaluation shall not be considered for Stage 2 evaluation (Price and B-BBEE).

Stage 1 (Administrative compliance and Functionality)

Part A: Administrative Compliance Documents

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. Submission of Valid CSD Report downloaded before the date of bid closure with complies with the special conditions as mentioned on Paragraph 8 above.

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

Part B: Technical/ Functionality Evaluation (60%) threshold

The first stage will be the evaluation of bids on functionality **and during this stage bids that do not meet the minimum threshold of 60% on the functionality score will be disqualified, and will not be considered for placement on the framework agreement.**

The Functionality Evaluation will be conducted by the members of the Bid Evaluation Committee in accordance with the below functionality criteria.

Technical Evaluation 100 Points

NO	EVALUATION MATRIX	DESCRIPTION	SCORE	MEANS OF VERIFICATION
1.	Relevant Experience	<p><i>Bidders to provide previous experience in supply and delivery of Agricultural Feed Supplies (within the past 5 years)</i></p> <p><i>(5 points per appointment up to a maximum of 7 appointments)</i></p> <p><i>For bidders with experience in the field but not supplying government the following must be attached.</i></p> <p><i>Proof of transactions of bulk supply (agricultural feed) 5 points per proof.</i></p>	35	<ul style="list-style-type: none"> • Support your track record with tangible evidence e.g. Appointment letters with contract values / Purchase Orders with contract values. OR • Traceable Reference letters from authorized / delegated officials where work was undertaken. • Years' experience in the business.
2.	Financial Capacity	<p><i>Total Credit Facility (with financial institution and/or supplier or manufacture of feed)</i></p> <p style="text-align: center;">OR</p> <p><i>Proof of purchase orders / Proof from the supplier/manufacture/ department will enable a bidder to score maximum points of 5 points per contract. OR Proof in terms of available funds in bank</i></p> <p><i>Between R500 000 – R1 Million = 10 points</i></p> <p><i>R1 million – R2 Million = 15 points</i></p> <p><i>R2 Million – R3 Million = 20 points</i></p> <p><i>R3 Million – R4 Million = 25 points</i></p> <p><i>Above R4 million = 30 points</i></p>	30	<p>In case of Credit Facility</p> <ul style="list-style-type: none"> • Evidence of credit facility with Registered Financial Institution (E.g. Letter for Intent) Or • Evidence of credit access with a manufacturer. <p>In case of Orders: For each project provide the following:</p> <ul style="list-style-type: none"> • Description of service provided. • Proof of orders issued for each project AND • Reference letter for each project to confirm capacity to honour financial obligations
3.	Logistics	<p><i>Documentary proof of access to a bulk transportation facility and supplier/manufacture agreement.</i></p> <ul style="list-style-type: none"> • Supplier agreement and own transport and = 20 points • Supplier agreement and leased transport and = 15 points • No proof of transport with supplier agreement = 5 points • Supplier agreement with no transport = 5 points 	20	<ul style="list-style-type: none"> • Letter of commitment from fleet company or Confirmation from transport company or distribution agent. • For own transport bidder must supply proof thereof. • Signed Supplier/Manufacturer Agreement
4.	Locality	<ul style="list-style-type: none"> • Operating business within District bidding to supply = 15 • Operating business within the EC = 10 	15	<p><i>Proof of Physical address as stated in the Centralised Supplier Database (CSD)</i></p> <ul style="list-style-type: none"> • Municipality Bills, • Business Letters, • Lease Agreement, • Letter from the Municipal Authority,

NO	EVALUATION MATRIX	DESCRIPTION	SCORE	MEANS OF VERIFICATION
		<ul style="list-style-type: none">Operating business within South Africa = 5		(Not Older than 3 Months)
TOTAL		100		
Minimum threshold				
Note: Bidders scoring less than 60% based technical evaluation would not be considered for the next stage of the evaluation.				

Stage 2

Price and Preference Points Evaluation

The second stage evaluation will be on price points (80) and preference points (20) only. This will be applicable when the bidders (registered on framework agreement) are approached for appointment. It should be noted that only firms scoring an overall score of 60% out of 100 will be considered for price and preference point evaluation.

- 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

10. PROCUREMENT FROM THE PANEL

10.1 The approach that will be adopted by the department when procuring from the panels will be as follows:

10.1.1 Requirement will be determined per District

10.1.2 Specifications and request for quotation documents will be prepared.

10.1.3 Quotations will then be invited, evaluated (Price and B-BBEE), and awarded accordingly, however,

10.1.3.1 The Department may, for each quotation invited from the panel, identify and define an objective criterion to be applied.

10.1.3.2 The objective criteria mentioned above will allow the department to only consider and award quotations to service providers who comply with these criteria.

10.1.3.3 The department reserves the right not to appoint the highest point scorer, but to pro-rata the awards, based on consideration of quantities.

10.1.3.4 The department will perform risk analysis during the evaluation process taking into account market related prices as well as the bidders past delivery records within DRDAR.

10.1.3.5 Service Level Agreements/ Contracts will be signed after approval of award.

10.1.4 Purchase Orders will thereafter be issued.

10.1.5 In cases of emergency a process stipulated in the SCM Manual will be utilised.

11.APPLICATION PROCESS

Applications must be delivered to the following office:

Alfred Nzo District Mr. V. Dumezweni - 067 419 2243 ERF 206, Magistrate Street Maluti EX College Maluti 4700	Amathole District Mr. B. Giyama - 081 030 8841 2 nd Floor SARS BUILDING Phillip Frame Road East London, 5200	Chris Hani District Ms. N. Mquqwana - 073 434 6177 Bid Box, DRDAR Office, Block H, Komani Office Park, Queenstown, 5320
Joe Gqabi District Ms. N. Mbebe - 082 816 9959 Bid Box in Block D 2 Aliwal Street Aliwal North 9750	OR Tambo District Ms. P. Mkohlwa - 083 573 2224 Bid Box in Botha Sigcau Building Mthatha Corner Leeds and Owen street Mthatha 5099	Sarah Baartman District Mr. Z. Mooi - 066 476 4195 Bid Box, Ground Floor Mutual Building 64 Govan Mbeki Avenue Port Elizabeth, 6001

TECHNICAL QUERIES

Contact Person: **Dr MM Mbangcolo**

Contact numbers: **043 683 5457 / 079 528 4347**

FORMS TO BE COMPLETED BY THE BIDDER

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 will 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 FAI8-20/21-0003 and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms
....., authorised signatory of the company
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name

		Designation
		Signature..... Name Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. “FAILURE TO SUBMIT THIS INFORMATION AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID TO BE REJECTED.”

PART A INVITATION TO BID

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

BID NUMBER:	FAI8-20/21-0003	CLOSING DATE:	05 JULY 2021	CLOSING TIME:	11:00am
DESCRIPTION	FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER ANIMAL FEED AND FODDER				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Acquisition Management

Office D04, UIF Building (opposite Bhisho Renal Clinic)

Rharhabe Road, Bhisho, 5605

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mrs. N Mfunda	CONTACT PERSON	Mr M Mbangcolo
TELEPHONE NUMBER	(040) 602 5206	TELEPHONE NUMBER	079 528 4347
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	
E-MAIL ADDRESS	nomapha.mfunda@drdar.gov.za	E-MAIL ADDRESS	mongezi.mbangcolo@drdar.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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<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]

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed
2. 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.

¹"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.

²⁹“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 **YES / NO**
presently employed by the state?

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(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 / **YES / NO**

trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**
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?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

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

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

1.1.1.1

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 NOT TO 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.

- ## 2. DEFINITIONS

- ### 3. POINTS AWARDED FOR PRICE

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

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

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

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

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		

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; orii. 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”

“Black Designated Groups means:

- (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)	
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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

2 DECLARATION OF BIDDER'S 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its 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

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 consortium³ 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.

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.

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

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 its 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 markets its goods on its 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 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.

- 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 me, 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.

Js General Conditions of Contract (revised July 2010)

**Framework Agreement
for the
Supply and delivery of
Agricultural Production Inputs
(Feed and Fodder)**

Document Reference: FA18-21/22-0003

Agreement

THIS FRAMEWORK AGREEMENT is made on theday of2021

BETWEEN

The Employer: **The Department of Rural Development and Agrarian Reform
– represented by the Head of Department or his delegated
official.**

District office of the Employer:

AND

The Supplier:

Registered office of the
Supplier

RECITALS:

- A. The Employer and the Supplier wish to enter into a framework agreement which will enable the Employer, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with

the Supplier for some or all of the Services required by the Employer under this framework agreement from time to time.

- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Supplier under any Call-Off Contract.

THE EMPLOYER AND THE CONTRACTOR AGREE as follows:

unless the context indicates

“Agreement”	this framework agreement, including all other documents referred to in this Agreement;
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“Agreement Commencement Date”	the date for commencement of this Agreement;
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“Call-Off Contract”	a call-off contract that has been executed by the Supplier and the Employer, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
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“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
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“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
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“Contract Information”

(i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and

“Parties”

the Employer and the Supplier (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;

“Services”

(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Employer by the Supplier under a Call-Off Contract as detailed in such Call-Off Contract, including any variations to such services; and

“Specification”

(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;

any reference to one gender shall include the other genders;

words in the singular shall include the plural and vice versa;

any reference to natural persons shall include legal persons and vice versa;

1. Framework Agreement

1.1 The purpose of this Agreement is to provide a mechanism whereby the Parties may enter into Call-Off Contracts;

1.2 The Supplier and other Participants named in the attached Framework Rules are part of a framework for the Supplier to supply and deliver agricultural production inputs (seeds and seedlings for grains, vegetables and fruit trees). The Services that may be requested by the Employer and provided by the Supplier as per the specifications in the Call-Off Contracts. The Employer’s requirements may vary and this Agreement shall not place the Employer under any obligation to procure the goods/services from the Supplier at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Employer from exploring alternative methods/processes to obtain similar/same goods/services.

- 1.3 Upon appointment of a Supplier in a specific Call-Off Contract, such Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this agreement.
- 1.4 The Supplier shall commence provision of the relevant services in accordance with the Call-Off Contract. The Supplier shall not commence any services without a signed Call-Off Contract in place and an official order.
- 1.5 All payments in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the quoted rates as proposed by the Supplier at that given time.
- 1.6 If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs production inputs as described in the Framework Rules, the Employer may procure the agricultural production inputs according to the attached Framework Rules. The Employer may also procure the agricultural inputs in other ways, and does not guarantee that any agricultural inputs will be procured under this agreement.

2. Call-Off Procedure

- 2.1 At any time during the duration of this agreement, the Employer may identify services which at its sole discretion it wishes to advertise under the terms of this Framework Agreement.
- 2.2 Where the Employer requires services, it will issue a Bid Advert specifying the Services to be provided for Suppliers on the framework to submit their Proposals which the Employer shall assess in accordance with SCM processes.
- 2.3 A Bid Advert issued by the Employer shall constitute an invitation for the Supplier to submit their Proposals and shall not constitute an offer capable of acceptance by the Supplier. The Employer shall not be obliged to consider or accept any proposal submitted by the Supplier.
- 2.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the Parties.

3. Duration of the Agreement and Call-Off Contracts

- 3.1 This agreement (but not a Call-Off Contract) commences on the _____ and continues until _____ unless terminated earlier, either in whole or in part, in accordance with this clause 18.
- 3.2 Each Call-Off terms and conditions shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry

or termination to the extent that such provisions are relevant to any such Call-Off Contract.

3.3A Call-Off Contract may expire or be terminated in accordance with its terms but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this agreement.

4. The Services

4.1 The Supplier:

4.1.1 shall provide the Services to the Employer in accordance with this Agreement and the terms of the relevant Call-Off Contract; and

4.1.2 acknowledges that it has sufficient information about the Employer and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the services in accordance with the relevant Call-Off Contract.

5. Payments

5.1 The Supplier shall invoice the Employer in accordance with the procedures set out in Call-Off Contract and in consideration of, and subject to the due performance of the Services by the Supplier in accordance with the relevant Call-Off Contract. The Employer shall pay the Supplier in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.

5.2 The Supplier is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Employer.

6 Agricultural Production Inputs

6.1 If the Supplier is selected for any agricultural production inputs according to the attached Framework Rules, the Employer and Supplier agree to enter into a Contract in the terms established under this agreement.

6.2 Contracts will be on the terms of the Employer and the Supplier according to the attached Framework Rules.

6.3 Contracts awarded within the Framework Period may be for agricultural production inputs that continues after that period.

7 Communications

7.1 The Supplier's contact person for communications with the Employer in relation to this agreement and Agricultural Production Inputs Contracts is:

Name of Contractor's contact person			
Address			
Telephone		Mobile phone email	
Fax			

7.2 If that person (or any subsequent replacement) is no longer able to fulfil the role, the Supplier must promptly appoint a replacement, who must be a director or senior manager of the Supplier, and notify the Employer of the new contact person.

7.3 The Employer's contact person for communications with the Contractor in relation to this agreement is:

Name of Employer's contact person			
Address			
Telephone		Mobile phone email	
Fax			

7.1 The Employer may change these details by notice to the Supplier.

8 Tax Clearance

8.1 At all times during the Framework Period, the Contractor must hold a valid tax clearance with SARS.

9 Performance Measurement

- On intervals, during the duration and/or extended periods of each Call-Off Contract, a review of the Contract will take place between the End-User, the Supplier and Contracts Management whereupon the performance of the Supplier will be evaluated against the performance indicators/ Service Level Standards as stated in each Call-off Contract.
- The evaluation as per clause 9.1 will determine whether the Supplier should still be part of the Framework Agreement.

10 Confidentiality

- a. The Contractor must not disclose to anyone:
 - ❖ official information related to this contract or
 - ❖ other information that the Employer notifies the Supplier is confidential, except as necessary to perform the Supplier's obligations under this agreement or an Agricultural Production Inputs Contract or to comply with the law.
- b. The Supplier obligations under this clause are perpetual, and this clause survives the termination of this agreement.

11. Warranties and Obligations

- a. Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Supplier warrants, represents and undertakes that:
 - i. the Supplier:
 - 1. has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Company) to enter into and to perform the Agreement and any relevant Call-Off Contract; and
 - 2. is aware of the purposes for which the Services are required and acknowledges that the Employer is reliant upon the Supplier's expertise and knowledge in the provision of the Services; and
 - 3. is entering into this Agreement, any relevant Call-Off Contract and all its contracts as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Agreement and any relevant Call-Off Contract;
 - b. the Agreement and Call-Off Contract is executed by a duly authorised representative of the Supplier;
 - c. all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Supplier shall be of satisfactory quality, sound in design and in conformance in all respects with the Specification set out in the relevant Call-Off Contract; and
 - d. Each warranty and obligation in this Clause 11 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

12. Conflict of Interest

- a. The Supplier warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any Official of the Employer, save to the extent fully disclosed to and approved by the Employer.
- b. The Supplier shall check for any conflict of interest at regular intervals throughout the Term of this agreement and in any event not less than once in every six months and shall notify the Employer in writing immediately upon becoming aware of any actual or potential conflict of interest with the

Services or any Official of the Employer and shall work with the Employer to do whatever is necessary to manage such conflict to the Employer's satisfaction, provided that, where the Employer is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 18.4.4.

13. Indemnity

- a. Subject to Clause 12.2, the Supplier is responsible for and shall indemnify, keep indemnified and hold harmless the Employer and Officials of the Employer against all losses which the Employer/its Officials incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Supplier (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Supplier (or any of its employees or sub-contractors).
- b. The Supplier is not responsible for and shall not indemnify the Employer for any losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Employer and/or any other member of the Employer including by any of their respective employees or agents.

14. Contract Variation

- a. This Agreement or any relevant Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Employer may dictate and shall not be binding upon the Parties unless reduced to writing and completed in accordance with such form of variation.

15. Non-waiver of Rights

- a. No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 21. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

16. Illegality and Severability

- a. If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Employer's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Employer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

17. Dispute Resolution

- a. The Employer and the Supplier shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract ("*the Dispute*") before resorting to litigation.

- b. If the Dispute is not resolved within 14 working days of referral to the Contract Management unit (SCM), the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a Mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed Mediators.
- c. If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- d. For the avoidance of doubt, the Supplier shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 17.

18. Breach and Termination of agreement

- a. Without prejudice to the Employer's right to terminate at common law, the Employer may terminate any this Agreement or any Call-Off Contract immediately upon giving notice to the Supplier if:
 - i. in addition, and without prejudice to Clauses 18.4.2 to 18.4.6, the Supplier has committed any material or persistent breach of this Agreement or Call-Off Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 7 Days from the date of written notice to the Supplier giving details of the breach and requiring it to be remedied; or
 - ii. the Supplier is subject to an Insolvency Event; or
 - iii. in the event that there is a change of Ownership; or
 - iv. the Employer is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
 - v. the Supplier or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - vi. the Supplier commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- b. Without prejudice to any of the Employer's other rights, powers or remedies (whether under this Agreement or otherwise) if the Supplier is in breach of any of its warranties and/or obligations under Clause 11 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Supplier shall, if required to do so by the Employer, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 18 shall prevent the Employer from procuring the provision of any Services or any remedial action in respect of any Services from an alternative Supplier and, where the Employer so procures any Services or any remedial action, the Employer shall be entitled to recover from the Supplier all additional cost, loss and expense incurred by the Employer and attributable to the Employer procuring such Services or remedial action from such alternative Supplier.
- c. Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the relevant Call-Off Contract ("**the Affected Party**") then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 18.6 then without prejudice to any rights and liabilities which accrued prior to

termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

19. Limitation of liability

- a. Neither the Supplier nor the Employer have any liability to the other or in connection with this agreement for breach of contract, negligence, breach of duty or anything else. This does not affect their liability under this Agricultural Production Inputs Contract.

20. This Agreement

- a. Neither party may assign rights under this agreement.
- b. This, and any Agricultural Production Inputs Contracts (Call-Off Contract), are the entire agreement between the Employer and the Supplier about its subject matter. Neither the Employer nor the Supplier has relied on any agreement, understanding, or statement that is not written or referred to in this agreement.
- c. This agreement can only be changed in writing, signed by authorised representatives of the Employer and the Supplier.
- d. This agreement is governed and to be construed according to the South African law.

21. Notices

- a. Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated below or any other address (including facsimile number) notified to the other party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- if delivered by hand, at the time of delivery; or
- if delivered by post, two (2) Business Days after being posted; or
- if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

For the Employer

The Department:

Physical

8th Floor
Dukumbana Building
Independence Avenue
Bhisho
5606

Postal

Rural Development and Agrarian Reform
Private Bag x 0040
Bhisho
5606

The Supplier:

Physical

Postal

SIGNED by the Employer and the Supplier on the date at the top of this agreement.

Signed on behalf of the Employer:

Signature of person authorised to sign contracts on behalf of the Employer:	
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Signed on behalf of the Supplier:

Signature of person authorised to sign contracts on behalf of the Supplier:	
---	--

BID DISQUALIFYING FACTORS

All bids received shall be evaluated on the following:

1. Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

2.1 A signed letter from a Manufacturer confirming firm supply arrangements as per Clause 13 of the Special Terms and Conditions must be attached to the bid.

3. Correctness of information:

3.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

3.2 Use of correction fluid is prohibited.

3.3 Any alterations must be initialled.

3.4 Under no circumstances may bid forms be retyped or redrafted.

4. Compulsory administrative compliance requirements that must be submitted with the bid:

4.1 Central Suppliers Database registration number with relevant commodity complying to the special conditions;

NB. The Department reserves the right to verify all information submitted.

Non-compliance with the above shall result in elimination from further processes.

5. To enable scoring on functionality, the following must be submitted:

5.1 *Support your track record with tangible evidence e.g. Appointment letters, Purchase Orders with contract values and / or Traceable Reference letters from authorized / delegated officials where similar work was undertaken.;*

5.2 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument; **In case of Orders:** *For each project provide the following: Description of service provided, Project cost and duration, Proof of orders issued for each project and Reference letter for each project*

5.3 *Letter of commitment from fleet company or Confirmation from transport company or distribution agent. For own transport bidder must supply proof thereof **AND** Signed Supplier/Manufacturer Agreement);*

5.4 *Proof of Physical address as stated in the Centralised Supplier Database (CSD) in a form of the Municipality Bills or Business Letters or Lease Agreement or Letter from the Municipal Authority, (Not Older than 3 Months)*

NB. Non-submission of any of the above documents shall result in inability to score functionality points which will result in elimination.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

SPECIAL TERMS AND CONDITIONS

INTRODUCTION

- a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.
- b) Only tenderers that fully meet the prequalification criteria shall be considered. Pre qualifying Criteria: Bidders responding to this bid **MUST** be registered on CSD commodity (Industrial Classification/ Main Group – Agriculture, Forestry and Fishing).
- c) The above mentioned industrial classification **MUST** have share of annual turnover above 40%.

1. ACCEPTANCE OF BID

- a. The Department of Rural Development and Agrarian Reform Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

- 2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

- 3.1. The awarding of this bid is not dependent on the factors of prices and preference points as the bid is for an appointment of a panel. Bidders who meet the prequalification and administrative compliance will be scored on functionality and only bidders with a minimum score of 60 will be accepted.
- 3.2. To ensure equitable distribution of potential opportunities arising from the panels, qualifying service providers will be restricted to participate in **not more than two (2) of the six (6) districts**. Therefore, service providers must indicate their preferred two districts out of the six districts as outlined in Table 5. Where a bidder did not indicate choice of district the address on CSD supported by the proof of address will be utilised to allocate bidder to a district.
- 3.3. In the event that the department is unable to establish a panel for a particular district (for whatever reason), the department reserves the right to utilize panels from other districts.

4. BASIS AND QUANTITIES

- 4.1. Quantities are not reflected on the bid as they will only be determined and reflected during the quotation stage.

5. BBBEE CERTIFICATE / SWORN AFFIDAVIT

- 5.1. A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid for claiming BBBEE points.

- 5.2. All BBBEE certificates issued by IRBA, Accountants and Accounting Officers are no longer valid certification and will no longer be considered.

6. CHANGE OF ADDRESS

- 6.1. Bidders must advise the Department of Rural Development and Agrarian reform - Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

7. COUNTER OFFERS

- 7.1. Counter offers will not be considered.

8. DELIVERY AND PACKAGING

- 8.1. Basis of delivery: Delivery of goods shall be made as directed by the Department.
- 8.2. All deliveries must take place from Monday to Friday between 08h00 and 15h00.
- 8.3. In emergency cases, the Department of Rural Development and Agrarian Reform reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 8.4. The delivery performance of a contractor will be closely monitored and any subsequent orders will only be issued to the contractor that has proved to be competent with their delivery performance.
- 8.5. Inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.
- 8.6. All packaging and labelling must comply with Act 36 of 1947.

9. DELIVERY CONDITIONS

- 9.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.
- 9.2. All deliveries must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 9.3. All delivery notes that will be accompanying the Invoice must be signed by the beneficiary representative and government official.
- 9.4. In respect of items awarded to them, bidder must adhere strictly to the delivery schedule submitted with the quotation.
- 9.5. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 9.6. All invoices submitted must be original.
- 9.7. Deliveries not complying with the specifications and order form will be returned to the contractor at the contractor's expense.
- 9.8. No locally manufactured product may be substituted during the contract period with an imported product.

10.DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT)

- 20.1 The bidder must furnish the following details of all past and current contracts within the last ten (10) years.
- (i) Date of commencement of contract/s;
 - (ii) Value per contract; and
 - (iii) Contract details. That is, with whom held, phone number and address/s of the companies.

11. IRREGULARITIES

- 11.1. Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

12. PAYMENT FOR SUPPLIES AND SERVICES

- 12.1. A service provider shall be paid by the Department in accordance with supplies delivered and services rendered.
- 12.2. Should a service provider indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 12.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:
- 12.3.1. Contact must be made with the District Director;
 - 12.3.2. If there is no response from the District Director, the Chief Director: Financial Management must be contacted.
- 12.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements will affect payment.

13. PERIOD OF CONTRACT

- 13.1. The contract will run for a period of **36 months**.
- 13.2. All qualifying suppliers will enter into a Service Level Agreement (SLA) with the Department prior to receiving an order to do specific work.
- 13.3. The Department will have the discretion to add service providers to the database through open advertising ANNUALLY.
- 13.4. The Department has the discretion to remove service providers who have provided Sub-standard supplies or who have not kept to reasonable deadlines for service delivery.